



Northwest Arkansas  
Local Workforce Investment Board  
Plan for Program Years 2012-2016

Effective April 1, 2013 through June 30, 2016

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**NORTHWEST ARKANSAS  
LOCAL WORKFORCE INVESTMENT BOARD PLAN  
PROGRAM YEARS 2012 - 2016**

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**I. LOCAL WORKFORCE STRATEGIC PLAN**

Describe the Local Workforce Investment Board's (Local Board) strategic vision for its local workforce investment area (local area) and the Board's overarching goals. Rather than simply compiling data from various sources, base this section on a thorough understanding of the economic strengths and employment needs of the workforce area.

Boards must review *Governor Beebe's Plan for Economic Development* and the *State of Arkansas Integrated Workforce Plan PY 2012–2016* to ensure that their plans follow the same strategic direction. Consistent strategic direction among Board Plans will aid further integration of the Arkansas workforce system.

*The State Workforce Strategic Plan includes the Governor's Vision, in order to guarantee consistency with the State Plan the Northwest Arkansas Local Workforce Investment Board has incorporated the Governor's Vision as it applies to the Northwest Arkansas area in order to advance a streamline workforce development system that focuses resources on increasing educational attainment at all levels and enhancing the technical skills required by knowledge- based employers.*

*Governor's Vision*

*The Governor has shared a clear vision for Arkansas' economic development that defines a stronger partnership between economic development, education and the state workforce investment system to attract, retain and grow Arkansas' high growth industries and encourage the development of regional economies.*

*Governor Mike Beebe's Strategic Plan for Economic Development is predicated upon five goals that serve as the plan's foundation. Successful implementation of the Strategic Plan requires that each goal be achieved at the highest level possible.*

**Five Goals for Economic Development (Arkansas Strategic Plan 2009)**

<http://www.arkansasedc.com/arkansas-edc/the-governors-strategic-plan.aspx>

1. Increase the incomes of Arkansans at a growth pace greater than the national average.
2. Expand entrepreneurship, focusing on knowledge-based enterprises.
3. Compete more efficiently in the global marketplace for new businesses and jobs, and create a business retention strategy to reduce closures.
4. Economic development will meet the special needs and take advantage of the extraordinary assets of various areas of the state. It will not be a one size fits all.
5. Increase the number of workers with post-secondary training so they are prepared when they enter the workforce and equipped for new jobs in the future.

**AWIB Strategic Objectives (Arkansas Integrated Workforce Plan 2012-2016)**

<http://dws.arkansas.gov/AWIB/pdfs/stateplan/PY%202012-2016%20Arkansas%20State%20WIA%20W-P%20Plan,%20FINAL,%2011-2-2012%20low%20res.pdf>

- Serve the Range of Job Seekers
- Serve the Range of Employers
- Serve the Range of Economies
- Increase the effectiveness of local WIBs
- Gain efficiencies across the system
- Re-imagine Learning and Work
- Diversify and Link Resources

*Five Strategic Economic Development Components of State’s Strategic Plan for Economic Development*



*The Governor must designate local workforce investment areas in order for the State to receive funding under Title I of WIA. Northwest Arkansas Workforce Investment Area consists of the counties of Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy and Washington.*

*The Northwest Arkansas Workforce Investment Board consists of business owners, business organizations, labor organizations, education entities, economic development organizations, youth agencies and other community based and employment programs.*

## **A. LOCAL BOARD VISION AND GOALS**

Local board plans must identify the key issues, challenges, and opportunities that are expected in the next five years and that have an impact on the workforce system. Identify the goals and objectives for the workforce area. The plan must specifically address the following. [WIA §117(d)(1)], [WIA §118(a)]

- The vision for the local workforce investment system and how the local system will appear at the end of the five-year period covered by this plan.

*The vision of the Northwest Arkansas Workforce Investment system as defined by the local board is “To assist job seekers and job holders to pursue strategies of training and development which leads to ever increasing wage levels, to reach a level of self-sufficiency, with a benefit to employers of workforce retention and higher levels of productivity”.*

*At the end of the five-year period covered by this plan the Northwest Arkansas Workforce Investment System will be more integrated in serving job seeking and business customers. Customers seeking training will be guided to in demand and targeted industries and occupations so that they are employable in high growth high wage jobs that support the economic development of Northwest Arkansas. Employers will be better served by having access to a higher skilled workforce.*

- How the local workforce investment system will help achieve the state workforce investment goals.

*The Northwest Workforce Investment System will help achieve the state workforce investment goals by supporting the strategic objectives in the State plan at the local level by following the matrix within the State plan and the Governor’s plan for economic development. Alignment with strategic objectives of the Northwest Arkansas Council (<http://www.greaternorthwestarkansas.com/Welcome.html>) strengthens Northwest Arkansas’ ability to move forward to future success. Participation in the Council’s Educational Excellence Workgroup to achieve the overall goal to “Elevate educational attainment and workforce skills so Northwest Arkansas can more effectively compete for 21<sup>st</sup> Century jobs”.*

*The local area will align its goals with those of the Governor and the State Workforce Investment Board as follows.*

- 1. Increase the incomes of Arkansans at a growth pace greater than the national average.*
  - *Focus training in high demand areas that result in higher wage occupations*
  - *Target historic and growth sectors and occupations*
- 2. Expand entrepreneurship, focusing on knowledge-based enterprises.*
  - *Partner with local agencies and universities that foster entrepreneurship*
  - *Support entrepreneurship efforts such as the Iceberg project and Technology development at the University of Arkansas Research and Technology Park*
- 3. Compete more efficiently in the global marketplace for new businesses and jobs, and create a business retention strategy to reduce closures.*
  - *Align with local Chambers of Commerce and local economic development*
  - *Align with the Northwest Arkansas Council’s Economic Development Plan*

- *Offer support for development of a model state-sponsored job-training program*
- 4. *Economic development will meet the special needs and take advantage of the extraordinary assets of various areas of the state. It will not be a one size fits all. Assets include*
  - *Crystal Bridges and other area museums grow culture and tourism*
  - *Arkansas Research and Technology Park to expand cutting edge research and product development*
  - *The Iceberg to foster entrepreneurship development*
  - *National and State Parks, rivers and lakes encourage tourism*
- 5. *Increase the number of workers with post-secondary training so they are prepared when they enter the workforce and equipped for new jobs in the future.*
  - *Continue to emphasize training in post-secondary education, apprenticeships and internships*
  - *Support and refer individuals to Graduate NWA, a program to help nontraditional students complete college*
  - *Work with economic developers to discover employer needs so that they may be better communicated to education*
- *Aligning efforts among workforce development partners to achieve accessible, seamless, integrated, and comprehensive service; and*

*The Northwest Workforce Investment System will align efforts among workforce development partners to achieve accessible, seamless, integrated and comprehensive service through coordination and collaboration amongst the partners.*

*Northwest Arkansas' Workforce Centers provide integrated services. Partners are cross-trained to conduct different functions and to communicate across agency lines in service to customers. Information about services a customer received is shared electronically to avoid duplication of services. WIA and Wagner-Peyser have the same access to Arkansas Job Link (AJL) to make assessments, provide case management, manage in-house reports to track outcomes, and to make employer contacts.*

- *How the local board will coordinate the workforce investment activities carried out in the local area with local economic development strategies and develop other employer linkages with these activities.*

*The Northwest Arkansas Workforce Investment Board (NWA-WIB) will coordinate workforce investment activities by working with local Chambers of Commerce, economic developers, education and other workforce stakeholders. By design the local workforce board is comprised of a majority business representatives. These individuals are key players in their communities and help with making other employer linkages. Workforce staff represent their organizations and Workforce activities at Chambers of Commerce, community meetings, job fairs, hosts Small Business Administration conferences and other opportunities.*

*In an effort to ensure continuity with the Governor's Plan for Economic Development and the State of Arkansas Integrated Workforce Plan PY 2012-2016, the Northwest Arkansas Workforce Investment Area is participating in the preparation of a statewide Comprehensive Economic Development Strategy (CEDS) with the Arkansas Association of Development Organizations (AADO), the Institute of Economic*

*Advancement at the University of Arkansas at Little Rock (UALR) and the Economic Development Administration (EDA). The primary objective of the Arkansas Statewide CEDS is to become a vital document for addressing economic development issues, challenges, and opportunities by creating broad economic development strategies that can be utilized by Arkansas's communities and regions. The planning process involved city/county elected and appointed officials as well as leaders from the private sector, banking, chambers of commerce, economic development, two/four year universities and colleges, K-12, utilities and health care.*

*The top five issues and challenges submitted by the Northwest area are:*

- 1. Workforce Development:
  - a. Education*
  - b. Workforce Training*
  - c. Labor Force**
- 2. Infrastructure
  - a. Water*
  - b. Wastewater Treatment*
  - c. Transportation**
- 3. Business Development
  - a. A Diverse Economy*
  - b. Business Expansion*
  - c. Sector-Based Business Development**
- 4. Competitive Business Environment
  - a. Capital*
  - b. Broadband (Communications)*
  - c. Incentives**
- 5. Partnerships
  - a. Regional View*
  - b. Service to the Elderly and Disabled*
  - c. Access to Health Care**

*The top four issues determined through a statewide survey are:*

- 1. Retaining and Creating Jobs*
- 2. Educated and Skilled Workers and Leaders*
- 3. Physical Infrastructure (with broadband as highest priority)*
- 4. Healthy Communities, Affordable Housing, Quality of Life/Place*

*Regional meetings are currently being scheduled to present the survey findings and solicit reactions and further input. Future plans include development of strategies, development of statewide web portal, and initial draft CEDS preparation.*

*Preliminary findings indicate cohesiveness with the Governor's five goals for economic development, the Governor's five components of economic development, and the vision and mission of the Arkansas Workforce Investment Board.*

- How programs and activities described in the plan will support both the Governor's plan for economic development and the state's strategic plan for employment and training needs of youth and adults in the state.

*Programs and activities described in the plan will support both the Governor's plan for economic development and the state's strategic plan for employment and training needs of youth and adults in the state through collaboration and focusing training in high demand areas that result in higher wage occupations, targeting historic and growth sectors and occupations, supporting entrepreneurship and knowledge based enterprises, coordinating with local economic development, working to meet the special needs and take advantage of assets and to help increase the number of workers with post-secondary training.*

*Northwest will support the state's strategic plan to:*

- *Serve the Range of Job Seekers by completing a template provided by the state to map the availability of workforce services in the local area and to prioritize services based on regional economic development plans and needs of the area employers to align services to those plans. We will coordinate with EDA grant;*
- *Serve the Range of Employers by collaborating with local economic development organizations and coordinate with EDA grant to identify sectors/industries critical to the economy, assist in creating an employer feedback mechanism to evaluate services to employers and to develop and implement continuous improvement plan;*
- *Serve the Range of Economies by coordinating with EDA grant and local economic developers, employers, post-secondary school and industry associations to participate in industry task forces;*
- *Increase the effectiveness of local WIBs by using key performance indicators provided by the state to identify additional indicators to monitor outcomes to measure the effectiveness and satisfaction of users of the workforce system, work in partnership with community agencies to increase the availability of services, develop staff individually and across classifications and through cross-training across partner agencies, and provide mentorship through peer to peer support as coordinated by the Department of Workforce Services;*
- *Gain efficiencies across the system by supporting efforts of state;*
- *Re-imagine Learning and Work by improving and increasing the use of readiness tools;*
- *Diversify and Link Resources by supporting and leading efforts to research, identify and pursue additional funding.*

## **B. ECONOMIC AND WORKFORCE INFORMATION ANALYSIS**

Local plans should include: *[WIA §117(d)(7); A.C.A §15-4-2212]*

- *Identify the workforce needs of businesses, job seekers, and workers in the local area and how the local workforce system will address these needs.*

*With a population of nearly 590,000 and both metro and rural landscapes Northwest Workforce Investment Area has both diverse and common business needs.*

*Business needs have been identified by surveys, attending meetings, meeting with employers, through chamber group and economic development sources. Survey was conducted of local workforce board, youth council, partners and stakeholders as well as the partnership with NWAEDD and other regional economic development and planning districts in conducting the CEDS survey. Preliminary CEDS survey results for Northwest Area show these challenges.*

*Employer needs include having job seekers and incumbent workers be prepared for employment and job advancement. Some of those include employability and soft skills, job specific skills and upgrades*

such as CNC in manufacturing, the ability to pass drug tests, customer service skills, life skills, computer skills, ability to understand and follow instructions, commitment to be at work for all scheduled hours. Also noted was cultural relevance (demographics) for English language learners and prequalified hireable talent. A concern heard was the need for school curriculums to meet business skills needs. Recruiting, screening and referral services; labor market information and job postings are services employers use as well.

Job seekers and workers needs include more jobs for their current skills, access to job listings, help to upgrade skills, and good paying jobs. A large challenge faces the long term unemployed and discouraged workers.

Many of the employer needs listed above are being addressed through the use of the Career Readiness Certificate (CRC) which helps employers gauge the readiness of job seekers for work and allows job seekers to upgrade and prove their skills. Employers are encouraged to participate in the CRC process as a hiring tool throughout the Northwest region.

Job seekers that want training to learn or upgrade their skills are directed to the Projected Employment Opportunities list to select a program of study that will lead to an occupation that is in demand in our area. They are guided by case managers towards those occupations that will lead them to economic self-sufficiency. Additionally they are encouraged to get their CRC, to attend group workshops, complete a resume, use the cTORQ system, use the Microsoft IT Academy to increase computer skills and take advantage of other services offered in the Workforce Centers. For those individuals who are long term unemployed they may receive Reemployment (RES) services to assist them in their job search.

- Current and projected employment opportunities in the local area and the job skills necessary to obtain the employment opportunities.

Current and projected employment opportunities may be found at Discover Arkansas (<http://www.discoverarkansas.net/?PAGEID=67&SUBID=147> ) and NWA Council target markets ( <http://www.nwacouncil.org/pages/target-markets/> ).

Occupations identified as in demand and allowable for WIA scholarship funding may be found at <http://www.discoverarkansas.net/article.asp?ARTICLEID=407&PAGEID=67&SUBID=120> .

Following data provided by Department of Workforce Services Labor Market Information Department:

**Top Ten Growth Occupations, 2011-2013 (Current)  
Ranked by Net Growth**

<b>Occupation</b>	<b>2011 Base Employment</b>	<b>2013 Projected Employment</b>	<b>Net Growth</b>	<b>% Growth</b>
Combined Food Prep & Serving Workers, Including Fast Food	3,935	4,273	338	8.59%
Personal Care Aides	2,293	2,474	181	7.89%
Registered Nurses	4,181	4,326	145	3.47%
Customer Service Representatives	3,213	3,352	139	4.33%
Waiters and Waitresses	5,039	5,140	101	2.00%

Nursing Aides, Orderlies, and Attendants	2,929	3,025	96	3.28%
First-Line Supervisors of Food Preparation and Serving Workers	1,572	1,668	96	6.11%
Cooks, Fast Food	1,962	2,057	95	4.84%
Elementary School Teachers, Except Special Education	2,309	2,391	82	3.55%
Food Preparation Workers	1,184	1,258	74	6.25%

**Projected Occupational Growth (Current)  
2011-2013**

<b>Occupation</b>	<b>Estimated Employment</b>	<b>Projected Employment</b>	<b>Numeric Change</b>	<b>Total Annual Openings</b>
Total, All Occupations	264,054	267,962	3,908	8,579
Management Occupations	26,984	27,011	27	600
Business and Financial Operations Occupations	12,653	13,037	384	444
Computer and Mathematical Occupations	7,128	7,485	357	308
Architecture and Engineering Occupations	2,593	2,646	53	81
Life, Physical, and Social Science Occupations	1,715	1,748	33	76
Community and Social Services Occupations	3,334	3,476	142	135
Legal Occupations	1,705	1,720	15	37
Education, Training, and Library Occupations	14,978	15,426	448	540
Arts, Design, Entertainment, Sports, and Media Occupations	2,888	2,920	32	108
Healthcare Support Occupations	6,310	6,545	235	201
Protective Service Occupations	3,294	3,339	45	117
Food Preparation and Serving Related Occupations	20,258	21,164	805	1,269
Personal Care and Service Occupations	7,383	7,664	281	303
Sales and Related Occupations	25,795	26,255	460	1,121
Office and Administrative Support Occupations	39,263	39,567	304	1,067
Farming, Fishing, and Forestry Occupations	1,587	1,551	-36	46
Construction and Extraction Occupations	8,722	8,555	-167	191
Installation, Maintenance, and Repair Occupations	10,143	10,182	39	261
Production Occupations	24,343	24,426	83	667
Other	42,978	43,245	267	1,184

**Projected Occupational Growth (Long Term)  
2008-2018**

<b>Occupation</b>	<b>Estimated Employment</b>	<b>Projected Employment</b>	<b>Numeric Change</b>	<b>Percent Change</b>	<b>Total Annual Openings</b>
Total, All Occupations	270,059	318,377	48,318	17.89	11,131
Management Occupations	24,897	25,471	574	2.31	575
Business and Financial Operations	12,270	14,863	2,593	21.13	520

Occupations					
Computer and Mathematical Occupations	7,231	8,873	1,642	22.71	301
Architecture and Engineering Occupations	2,731	3,461	730	26.73	129
Life, Physical, and Social Science Occupations	1,604	2,170	566	35.29	109
Community and Social Services Occupations	2,692	3,521	829	30.79	140
Legal Occupations	1,418	1,751	333	23.48	56
Education, Training, and Library Occupations	14,947	20,363	5,416	36.23	870
Arts, Design, Entertain., Sports, & Media Occs	3,224	3,716	492	15.26	139
Healthcare Practitioners & Technical Occupations	11,477	15,568	4,091	35.65	649
Healthcare Support Occupations	5,370	7,468	2,098	39.07	272
Protective Service Occupations	3,467	4,452	985	28.41	204
Food Preparation and Serving Related Occupations	20,406	25,445	5,039	24.69	1,208
Bldg & Grounds Cleaning & Maintenance Occs	8,211	9,526	1,315	16.02	269
Personal Care and Service Occupations	7,151	9,027	1,876	26.23	360
Sales and Related Occupations	25,694	29,416	3,722	14.49	1,123
Office and Administrative Support Occupations	41,210	47,993	6,783	16.46	1,581
Farming, Fishing, and Forestry Occupations	1,694	1,537	-157	-9.27	50
Construction and Extraction Occupations	10,626	11,658	1,032	9.71	308
Installation, Maintenance, and Repair Occupations	10,882	12,890	2,008	18.45	426
Production Occupations	27,790	30,163	2,373	8.54	877
Transportation and Material Moving Occupations	25,067	29,045	3,978	15.87	966

**Top Ten Growth Occupations, 2008-2018 (Long Term)  
Ranked by Net Growth**

<b>Occupation</b>	<b>2008 Base Employment</b>	<b>2018 Projected Employment</b>	<b>Net Growth</b>	<b>% Growth</b>
Truck Drivers, Heavy and Tractor-Trailer	9,504	12,160	<b>2,656</b>	27.95
Registered Nurses	3,818	5,239	<b>1,421</b>	37.22
Waiters and Waitresses	4,972	6,125	<b>1,153</b>	23.19
Office Clerks, General	4,759	5,855	<b>1,096</b>	23.03
Combined Food Prep & Serving Workers, Incl. Fast Food	3,323	4,407	<b>1,084</b>	32.62
Retail Salespersons	8,586	9,616	<b>1,030</b>	12.00
Personal and Home Care Aides	1,347	2,278	<b>931</b>	69.12
Customer Service Representatives	2,611	3,506	<b>895</b>	34.28
Bookkeeping, Accounting, and Auditing Clerks	4,236	5,096	<b>860</b>	20.30
Elementary School Teachers, Except Special Education	2,014	2,830	<b>816</b>	40.52

Basic skills of reading, writing and math are required by employers in most jobs as well work readiness. Computer, specialized or technical skills are required for many jobs today as well as very specific skill sets for occupations such as those in the health care, scientific or technology fields.

Employers are seeking employees who possess skills such as critical thinking, time management, mathematics to solve problems, active listening, reading comprehension, speaking, ability to locate information and judgment/decision making.

Specific skill alignments by occupation may be found in the Arkansas Integrated Workforce Plan in Attachment G at <http://www.accessarkansas.org/esd/AWIB/pdfs/stateplan/PY%202012-2016%20Arkansas%20State%20WIA%20W-P%20Plan,%20FINAL,%202011-2-2012%20rev%201-4-2013.pdf>.

- How local boards will work cooperatively with local economic development to identify local targeted industries that supports state identified targeted industries and the Governor’s plan for economic development.

NWAWIB will work cooperatively with local economic development to identify local targeted industries that supports state identified targeted industries and the Governor’s plan for economic development by using information provided by local economic developers, Chambers of Commerce and the NWA Council’s targeted industries. This will allow Northwest Workforce to be knowledgeable in encouraging job seekers to focus on training and gaining skills that will allow them to be employable and become self-sufficient in fields where the greatest economic gain is possible.

The table below, provided by the Department of Workforce Services Labor Market Information Department, identifies the top growth industries in Northwest Arkansas and relates them to one or more education career clusters. It is also noted if the industry is a statewide targeted industry by the Arkansas Economic Development Commission.

<b>NAICS Title</b>	<b>Education Career Cluster</b>	<b>AEDC Targeted Industry Statewide</b>
Food Services and Drinking Places	Hospitality and Tourism	No
Management of Companies and Enterprises	Business, Management and Administration	Yes
Educational Services	Education and Training	No
Ambulatory Health Care Services	Health Science	No
General Merchandise Stores	Marketing, Sales and Service	No
Social Assistance	Human Services	No
Professional, Scientific, and Technical Services	Law, Public Safety and Security	Yes
	Business, Management and Administration	
	Architecture and Construction	
	Information Technology	
	Science, Technology, Engineering and	

	<i>Mathematics</i>	
<i>Administrative and Support Services</i>	<i>Business, Management and Administration</i> <i>Hospitality and Tourism</i> <i>Law, Public Safety and Security</i>	<i>Yes</i>
<i>Transportation Equipment</i> <i>Manufacturing</i>	<i>Manufacturing</i>	<i>Yes</i>
<i>Nursing and Residential Care Facilities</i>	<i>Health Science</i> <i>Human Services</i>	<i>No</i>

Through its strategic planning process the Northwest Arkansas Council has identified the following target growth sectors which may be found at (<http://www.nwacouncil.org/pages/target-markets/>).

*Historic job growth sectors – maintaining a healthy economy*

- *Walmart and Suppliers – Management of Companies, Supply Chain Management and Wholesale Trade Support Services*
- *Food Processing – Poultry Production and Processing, Vegetable Canning and Convenience Foods*
- *Transportation and Distribution – Transportation and Warehousing and Supply Chain Management*

*Diversification of job growth sectors – opportunities with an existing presence with excellent prospects for growth, as wealth-creating sectors they provide the best opportunity to improve the quality of life*

- *Professional Services and Regional Offices -- Wholesale Trade, Business Support and Management of Companies*
- *Sustainable Technologies and Business Processes – Technology Appropriation and Regional Identity*
- *Arts, Entertainment and Tourism – Regional Identity, Arts and Entertainment and Accommodations and Food Services*
- *University-led Technology Development – Basic and Applied Research and Innovation and Entrepreneurs*
- *Health Care – Technology Innovation, Educational Expansion and Hospitals and Clinics*

*Additional Northwest Arkansas Labor Market and Economic Information provided by the Department of Workforce Services in their 2012 Arkansas Labor Market and Economic Report, State and Workforce Investment Areas may be found in Attachment G.*

*See Attachment G.*

## II. LOCAL OPERATIONAL PLAN

The local operational plan must present an overview of the workforce system in the local area.

### A. LOCAL GOVERNANCE

- Identify the fiscal agent or entity responsible for the disbursement of grant funds described in WIA § 117(d)(3)(B)(i)(III), as determined by the chief elected official(s) under WIA § 117(d)(3)(B)(i). [WIA §118(b)(8); Act 1125 §12(b)(8); 20 CFR 661.350(a)(9)]

*The Chief Elected Officials have selected the Northwest Arkansas Economic Development District, Inc. (NWAEDD) as the fiscal agent responsible for the disbursement of grant funds.*

- Describe the agreement specifying the respective roles of the individual chief elected officials, including fiscal liability. [WIA §101(6)(B); 20 CFR 667.705(c); 20 CFR 661.300(e)]
  - Attach a copy of this agreement.

*Agreement between the Northwest Arkansas Chief Elected Officials (NWACEO) and the Northwest Arkansas Workforce Investment Board (NWA WIB) describes the roles and responsibilities of the parties for implementation of the Workforce Investment Act of 1998.*

*See Attachment A.*

- Describe the local workforce investment board. [WIA §117(d)(4); Act 1125 §11(g)]
  - How will the local board provide a leadership role in developing policy, implementing policy, and providing oversight for the local workforce investment system?

*The Local Workforce Investment Board is established in compliance with the Workforce Investment Act of 1998 and Arkansas Workforce Investment Act 1125 to provide one-stop based employment services, including core services, intensive services, and training services for the residents of Northwest Arkansas Local Workforce Investment Area and to provide educational and employment opportunities to the area youth.*

*The local board convenes on a quarterly basis to review and plan activities for the workforce system. Policies are developed and implemented as needed. Policies are reviewed annually for needed updates. Oversight of the system occurs through monitoring and guidance.*

- How will the local board do this in partnership with the chief elected officials?

*The NWA WIB meets on a regular basis and reviews/approves policy for the Northwest Arkansas Workforce Investment Area. Once approved by the NWA WIB, the policies are presented to the NWACEOs for their approval as well.*

- Attach a copy of the board by-laws.

*See Attachment B.*

- Describe the youth council and its development of the portions of the local plan relating to eligible youth. [WIA §117(h); Act 1125 §11(o)]; 20 CFR 661.335; 20 CFR 661.340(b)]

*The youth council is a non-voting sub group of the local Workforce Board and is appointed by the board in cooperation with the CEOs. It is comprised of members as set forth in the WIA. The Youth Council makes recommendation for youth activities and providers to the Board.*

*The Youth Council met and reviewed the policy relating to youth activities and the definition of the sixth barrier for the youth recommending Board approval of said definition. Youth council members collaborate and share information about programs and activities in their area that may be replicated across Northwest's nine counties and beyond.*

- Describe the local board's plans to provide administrative services. [WIA §117(3) (b)(ii)(4); Act 1125 §11(e)]
  - Identify any staff positions that will be hired directly by the board.

*The NWA WIB utilizes NWAEDD to provide administrative services for Northwest Arkansas. The NWA WIB does not have any staff positions hired directly by the Board.*

- Describe the board's plans, if applicable, to contract for some or all of its administrative services (administrative agent).

*The Board contracts with NWAEDD to serve as administrative staff to the local board and as fiscal agent and grant recipient for WIA funds in Northwest Workforce Investment Area.*

- Describe the local grievance procedure established in accordance with 20 CFR 667.600.

*NWA established procedures for grievances and complaints according to the requirements of 20 CFR 667.600. The grievance procedure requirements applicable:*

- Provide information about the content of the grievance and complaint procedures required by this section to participants and other interested parties affected by the local Workforce Investment System, including One-Stop partners and service providers;
- Require that every customer registered must be provided the grievance information at the time of registration; and
- Must make reasonable efforts to assure that the information provided will be understood by affected participants and other individuals, including youth and those who are limited-English speaking individuals. Such efforts will comply with the language requirements of 29 CFR 37.35 regarding the provision of services and information in languages other than English.

*NWA area procedures will provide:*

- A process for dealing with grievances and complaints from participants and other interested parties affected by the local Workforce Investment System, including One-Stop partners and service providers;
- An opportunity for an informal resolution and a hearing to be completed within 60 days of the filing of the grievance or complaint.

*Procedures of direct recipients must provide:*

- *A process for dealing with grievance and complaints from participants and other interested parties affected by the recipient's Workforce Investment Act programs; and*
- *An opportunity for an informal resolution and a hearing to be completed within 60 days of the filing of the grievance or complaint.*
- *A binding mediation process which shall be completed within 60 days of the filing of the grievance or complaint;*

*The provisions of this section on grievance procedures do not apply to discrimination complaints brought under WIA section 188 and/or 29 CFR part 37. Such complaints must be handled in accordance with the procedures set forth in that regulatory part.*

*Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue, NW, Washington, D.C. 20210, for processing.*

*Nothing in this subpart precludes a grievant or complainant from pursuing a remedy authorized under another Federal, State or local law, except a good faith conflict resolution mediation must have been completed first.*

*See Attachment C.*

- How will the local board ensure that the public – including persons with disabilities – has access to board meetings and activities, including information regarding the local board membership, the designation of One-Stop operators, the award of grants or contracts to eligible providers of youth activities, notification of meetings, and meeting minutes? Per Arkansas Workforce Investment Board Open Public Meetings policy, please provide the website where notices of meetings, board agendas, and minutes will be posted. [WIA §117(e), AWIB Open Public Meetings Policy]

*The local board notifies the public of meetings and activities through the news media, website ([www.nwarkansascareers.com/board/boardin.html](http://www.nwarkansascareers.com/board/boardin.html)) and email notifications. Upon request individuals are added to the emailing list for notification. The state will provide a website where notices of meetings, board agendas and minutes will be posted. Meetings are held at facilities that are compliant with the ADA and requests for accommodations are solicited.*

- Include as a separate attachment a list of the board of directors, the by-laws, and an organizational chart (with names) for the fiscal agent, the administrative agent, and the major entity responsible for providing core and intensive services.

*See Attachment D.*

- Also include an organizational chart (with names) for the local workforce investment board.

*See Attachment E.*

## **B. ONE-STOP DELIVERY SYSTEM**

- Describe the One-Stop delivery system to be established in the local area, including the location of comprehensive centers, satellite centers, and affiliate centers. [WIA §118(b)(2); Act 1125 §12(b)(2); 20 CFR 661.350(a)(3); 20 CFR 662.100(e)]

*Northwest One-Stop delivery system is provided through the Northwest Workforce Consortium consisting of Arkansas Department of Workforce Services, Northwest Arkansas Certified Development Company and North Arkansas College. All Workforce Centers are certified Comprehensive and are located at Fayetteville, Rogers, Siloam Springs, Mountain Home and Harrison.*

*The core focus of the One-Stop Delivery system is to provide business and industry a skilled, trained workforce so current and future market needs can be fully met. This will be accomplished by bringing together the programs, funding, and systems within the local area that develop design, deliver, and improve the quality of life for the residents of the area through employment.*

*The intent is to provide a delivery system requiring a single full array of services to employers, workers, and job seekers. The programs and processes offered will encourage economic growth and development in Northwest Arkansas.*

*The local one-stop system is conducive to coordination of services and collaborative efforts of service delivery. Local offices are co-located with local DWS offices in the five certified Comprehensive centers in the Northwest WIA. Shared staff and cross-training has occurred allowing a maximum degree of collaboration with Wagner-Peyser activities. Partners include the Job Corps, North Arkansas College, Adult Education, Department of Human Services, Title V Older Workers, Veterans, Employment Services, Vocational Rehabilitation, TAA/NAFTA, Adult, Dislocated Worker, and Youth Activities under Title I and Unemployment Insurance. Customers may be referred to additional partners that are not on site.*

- Describe the process used for selecting the One-Stop operator(s), including the appeals process available to entities that were not selected as the One-Stop operator(s). [WIA §121(d); 20 CFR 662.410; 20 CFR 670.667(b)(1)]

*The NAWAWIB and Chief Elected Officials selected the Consortium as the One-Stop operator for Northwest Arkansas. No appeals have been needed and where necessary CEOs will provide resolution.*

- Describe how the local board will terminate a One-Stop operator for cause. [WIA §117(d)(2)(A)(ii); Act 1125 §11(a)(2)(B)]

*The local board may terminate a One-Stop operator for cause. Cause is fraud and abuse. The LWIB will monitor the One-Stop Operator agreement. If there are unsatisfactory elements or performance the LWIB will advise the One-Stop operator in writing of the discrepancies. The One-Stop Operator will have 30 days to develop a plan of action which will correct the discrepancies and specify how corrective action will be completed within 90 days or less, or if a longer period is needed, why such time frame is needed. If the plan of action is accepted and the One-Stop Operator is successful operations continue. If the plan is not acceptable and an acceptable plan cannot be provided within the 30 day time frame the One-Stop Operator will be terminated.*

*If a One-Stop Operator is terminated the LWIB will assure that the One-Stop centers continue to operate until another Consortium is formed or until a RFP has been issued and a new One-Stop Operator has been selected. This process should not extend beyond 60 days following the termination of the One-Stop Operator.*

- What programs and funding streams will support service delivery through the One-Stop system? How will services provided by each of the One-Stop partners be integrated and made available in the local One-Stop system? What optional partners will be included?

*All required partners listed under 20 CFR part 662.200 and WIA §121(b) will support the one-stop system. Programs and funding streams will support service delivery through the One-Stop system. Each of the One-Stop partners will coordinate and make available their services in the local One-Stop system either by co-location or referral.*

*Services will be integrated and made available through a menu of services, referral process, cross training of partner staff, and dissemination of literature and information.*

*Optional partners may include TANF, Credit Counseling of Arkansas, Economic Development, Educational Opportunity Center, Career Pathways, Transitional Employment Assistance, Work Pays, and others as listed in the certification document for each Center.*

- Attach a copy of each memorandum of understanding between the local board and each of the One-Stop partners concerning the operation of the local One-Stop delivery system. [WIA §118(b)(2)(B); Act 1125 §12(b)(2)(B); 20 CFR 662.310(b)]

*See Attachment F.*

- Typically, what information and services will be provided and how will customers access them? How will the goal of universal access be achieved?

*Information and orientation to services is provided by the staff and through the Menu of Services and other signage located throughout the centers which describe services for customers. Services include labor market information, core, intensive and training services, assessments, resource room access, unemployment benefits, job openings and referrals, community services, financial aid information, access to the Microsoft IT Academy, Career Readiness Certificate and more. Self-service and customer assisted services may be accessed. A variety of methods for disseminating this information will be used. These methods include but are not limited to brochures, videos, electronic links and one-on-one personal information exchange.*

*Access to the One-Stop means universal, no wrong door availability of core services.*

*The goal of universal access will be achieved by personal visits to the Workforce Centers where services are available in the Resource Centers with referrals and information about services for all partner programs as well as information on our website [www.nwarkansascareers.com](http://www.nwarkansascareers.com). Additionally customers may access the Arkansas Job Link at <https://www.arjoblink.arkansas.gov/ada/>.*

- What is the local plan for delivery of core and intensive services?

*Core services are available to all interested persons through the Resource Centers at the Workforce Centers. Core services must be received before a determination is made as to whether intensive services are needed. The decision on which core services to provide and the timing of their delivery will be made on a case-by-case basis, depending on the needs of the customer.*

*A determination of the need for intensive services, as established by the initial assessment or the individual's inability to obtain appropriate employment through the core services provided, will be contained in the participant's case file.*

*Core services are offered through the Resource Centers at the Workforce Centers and/or through Arkansas Job Link system. Intensive services are frequently program specific and are provided by program staff such as employment training advisors or workforce specialists.*

- Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area. [WIA §118(b)(4); Act 1125 §12(b)(4); 20 CFR 661.350(a)(5)]

*WIA funds the adult and dislocated worker employment and training activities. Activities include assessment, work readiness through the CRC or workshops, resume preparation, interview skills, online job applications, On the Job Training (OJT), classroom training, work experience, apprenticeships, case management and counseling.*

*Customers will have access to internet based searches, local classified listings, and job postings and referrals through the AJL system. Training activities include OJT, customized training, adult education and literacy activities, skills upgrades, occupational skills training (including training for nontraditional employment), and institutional training. If employment that leads to self-sufficiency is not obtained at the intensive level, the customer may receive training services. These services will be provided in accordance with the occupational demand list and the eligible training provider list (ACRS) and will be provided through Individual Training Accounts (ITAs). This ACRS list will contain certified providers offering training programs relevant to current labor market demands and will be customized for the local area. Dissemination of the provider list through area one-stops and their partners will ensure that providers meet the employment needs of local employers and job seekers.*

- How will the local board promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering, and coaching activities, through intermediaries like the One-Stop operator in the local area or through other organizations to assist the employers in meeting hiring needs. [Note the limitation on use of funds in WIA §181(e).] [WIA §117(d)(8); Act 1125 §11(k)]

*The local board encourages the participation of private sector employers in the workforce investment system by making presentations at service organizations, community meetings, referring businesses to the system, chambers of commerce, events, committees, chamber leadership, one on one discussions and regional and local job fairs. Additional assistance to employers will be provided through the one-stop system's partner agencies. Employment service activities under Wagner-Peyser for employers, will provide labor exchange activities such as employer outreach to develop job openings, assessing the job skill*

*potential of applicants, matching applicants to appropriate job openings, referring qualified job applicants to employers, providing labor market and labor exchange information and certifying individuals for federal and state tax credits.*

*The local board will promote the participation of private sector employers by ensuring that services such as recruitment, assessments, testing, screening, job fairs, and meeting space are provided to fulfill the business needs of employers. Private sector employers find using the Career Readiness Certificate a benefit to their hiring process. This service is integrated into the local workforce system. The local board promotes the participation of private sector employers through the efforts of the business liaison team.*

*The local board is business driven with a majority membership.*

### **C. SPECIAL TARGET POPULATIONS**

The local operational plan must describe how all workforce system partners will work together to ensure that customers who need a broad range of services receive them. This is an opportunity for the local area to describe how the workforce center services will address more specific needs of targeted sub-populations.

Describe how the local system will meet the needs of the following groups:

- Services to the Unemployed, to include:
  - How will reemployment services to Unemployment Insurance claimants be coordinated

*The local system will provide services to meet the needs of the Unemployed by Worker Profiling and Re-Employment Services (RES) for the long-term unemployed through the Department of Workforce Services staff. In addition to core, intensive and training services, Unemployment Insurance claimants will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services. Workshops are held to learn about entrepreneurship, use of cTORQ to assist with job search and job readiness, Career Readiness Certificate and other specialized subjects as needed. UI claimants are required to register for Job Service.*

- How will services to Trade Adjustment Assistance customers be coordinated and how will these customers be co-enrolled in these programs

*In addition to core, intensive and training services, Trade Adjustment Assistance (TAA) customers will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services. TAA customers are co-enrolled with WIA when appropriate. Northwest has a long history coordinating case management and funding with TAA.*

- Low-Income Individuals – Include how Temporary Assistance to Needy Families (TANF) services will be further integrated into the workforce center system and how services to TANF customers are coordinated within the workforce centers

*The local system will provide services to meet the needs of the Low-Income Individuals. TANF is collocated in all of our Workforce Centers and individuals are co-enrolled as appropriate. We utilize all resources and activities in the Center to assist these individuals.*

*In addition to core, intensive and training services, Low-Income Individuals will be offered counseling and referrals to services designed to meet their individual needs and barriers.*

- **Migrant and Seasonal Farmworkers** – please specify what outreach activities the local area will make to reach this population

*Information and referral to the Migrant and Seasonal Farmworkers program occurs in all offices. In addition to core, intensive and training services, Migrant and Seasonal Farm workers customers will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.*

- **Veterans Services** – include how the Veterans Priority of Service will be implemented in the local area

*Veterans Priority of Service follows Department of Labor TEGL10-09, State Issuance 09-08 and local policy assures that priority of services will implemented at the point of intake. Job Service/Veterans Representative assures priority of service for veterans on job order referrals.*

*All staff members have been trained to ensure Veterans Preference. Services for veterans are integrated within our delivery network through a variety of means. Primarily, veteran staff is co-located at Workforce Centers and is an integral part of the employer outreach team. In addition to these activities, veteran staff conducts outreach to and network with local veteran service organizations both as a means of developing additional referral contacts for services outside the scope of employment, and promoting available services targeted to veterans.*

*Services to veterans through the Gold Card Initiative are available at the local Workforce Centers. The Gold Card Initiative provides unemployed post-9/11 era veterans with the intensive and follow-up services they need to succeed in today's job market. The Gold Card initiative is a joint effort of the Department of Labor's Employment and Training Administration (ETA) and the Veterans' Employment and Training Service (VETS).*

*An eligible veteran can present the Gold Card at his/her local workforce center to receive enhanced intensive services including up to six months of follow-up. The enhanced in-person services available for Gold Card holders at local workforce centers may include:*

- *Job readiness assessment, including interviews and testing;*
- *Development of an Individual Development Plan (IDP);*
- *Career guidance through group or individual counseling that helps veterans in making training and career decisions;*
- *Provision of labor market, occupational, and skills transferability information that inform educational, training, and occupational decisions;*
- *Referral to job banks, job portals, and job openings;*
- *Referral to employers and registered apprenticeship sponsors;*
- *Referral to training by WIA-funded or third party service providers; and*
- *Monthly follow-up by an assigned case manager for up to six months.*

*The local area also stands ready to provide employment services to veterans that have been enrolled in the Veterans Retraining Assistance Program (VRAP). The VRAP program offers up to 12 months of retraining assistance to Veterans who meet all the following criteria:*

- *Unemployed*
- *At least 35 but no more than 60 years old*
- *Have an other than dishonorable discharge*
- *Not eligible for any other VA education benefit programs (e.g., the Post-9/11 GI Bill, Montgomery GI Bill, Vocational Rehabilitation and Employment)*
- *Not in receipt of VA compensation due to Individual Unemployability (IU)*
- *Not enrolled in a federal or state job training program*

*In order to promote both the Gold Card Initiative and VRAP services, the state has modified the management information data system to place notifications to all staff members as they log in, notifying them of those programs and providing a live link for more details. This same message is also provided to all veteran job seekers each time they log into the system. Additionally to aid in identifying and reaching out to Gold Card eligible veterans, the state has set up a questionnaire as the first step after logging into the system, asking if they have served on (or since) 9/11 as well as if they are aware of the Gold Card Initiative.*

*The state also has active partnerships with a number of community-based organizations relating to veterans that provide or coordinate an array of services. Some of these are targeted specifically to homeless, while others, such as ARVets, Inc. (Arkansas Veterans) is an organization with state level support that has been positioned to serve as a "clearing house" to provide veterans across the state with a "one stop shop" that can refer them to a specific organization or agency which can provide them with services they seek, based on their needs and eligibility. Fundamentally, the partnership should remove many of the obstacles veterans face when seeking help for a specific issue from an agency or provider that does not offer those specific services.*

- **Limited English Proficiency**

*The local system will provide these services to meet the needs of Individuals who have Limited English Proficiency. They are served by bi-lingual staff, if available, and interpretation is available to individuals on request. Individuals are referred to Adult Education for English as a Second Language and basic skills training.*

*In addition to core, intensive and training services, limited English customers will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.*

- **Ex-Offenders**

*The local system will provide these services to meet the needs of Ex-Offenders. Staff conducts workshops and provides individual services to Ex-Offenders as they reenter society and the workforce, partnering with probation and parole agencies. Staff works with employers to solicit openings for ex-offenders.*

*In addition to core, intensive and training services, ex-offenders will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.*

*Although not addressing convicted ex-offenders Northwest is participating in a pilot project at the Arkansas Workforce Center at Fayetteville by providing Work Keys assessments to individuals that have been sent to Circuit Court, Division 4 Drug/Workforce Diversion Court. Individuals have the opportunity to better themselves and become productive members of the community hopefully so that they will remain out of the judicial system and criminal activity.*

**Purpose/Mission Statement**

*Provide a local alternative to confinement/jail/prison for minimum risk offenders who have the potential to be rehabilitated, bringing about a behavioral change enabling them to become a responsible and productive member of society/our community; and to meet and discharge financial obligations to our courts.*

**Objectives**

*To more effectively and efficiently utilize County resources and offset the excessive cost associated with housing minimum risk offenders. Reduce the amount of overcrowding in the Washington County Jail by minimum risk offenders.*

*To allow participants an opportunity to meet court mandated obligations such as fines, fees and costs.*

*To ensure victims of crime are promptly compensated and/or reimbursed by participants.*

*Provide an opportunity for participants to leave the work court program without a conviction on their records.*

*Provide participants the opportunity to obtain a Career Readiness Certificate.*

*Provide participants the opportunity to obtain their General Educational Development Certificate (GED).*

- **Mature Workers**

*The local system will provide these services to meet the needs of Mature Workers. Mature Workers are served in our area by Experience Works as the Title V Older Workers provider, as well as being served by Job Service, Unemployment and/or may be enrolled in WIA adult or dislocated worker programs as appropriate and needed.*

*In addition to core, intensive and training services, mature workers will be offered counseling and referrals to services designed to meet their individual needs and address barriers that cannot be resolved through WIA services.*

- **Services to Individuals with Disabilities –** Include how the local system will ensure non-discrimination and equal opportunity, as well as compliance with the Americans with Disabilities Act. [WIA §188(a)(2)]

*The local system will provide these services to meet the needs of the Individuals with Disabilities. All offices are ADA compliant and the public is made aware of the Equal Opportunity Act and Non-Discrimination. Individuals are given EEO information and acknowledge this in the AJL system. Youth with disabilities are encouraged to apply for WIA youth services through outreach to the school system, tours of the Workforce Centers and may also be served through the Disability Employment*

*Initiative Program. Annually staff participates in Transition Fairs providing workforce information to youth with disabilities and their parents. Referrals and shared costs with Arkansas Rehabilitation Services provide coordinated and leveraged services for individuals.*

*One-stop Operator will ensure that all center staff members are trained in ADA regulations and laws. The JAWS system is provided at the Workforce Centers for customers who are visually impaired.*

*Additionally Northwest is part of the Disability Employment Initiative whereby individuals with disabilities may receive enhanced services and referrals to support the promotion and development of employment opportunities, job counseling and placement for individuals with disabilities.*

- Youth Services – include the local area’s design framework for the youth program and the local area’s definition regarding the sixth youth eligibility criterion. Describe and assess the type and availability of youth activities in the local area, including an identification of successful providers of the activities. Also, include how the services for youth will be connected to the workforce center.

*As part of the youth program design framework, each WIA youth will be provided an objective assessment of their academic level, skill level and service needs. Based upon this assessment, the WIA youth will have an Individual Service Strategy (ISS) which will identify a career goal. Based upon this career goal, the youth will be referred to the Workforce Center partner agencies and/or subcontractors or training utilizing the youth enrollment form. Services needed are determined from the information gathered in the ISS. A career interest inventory is administered to youth based upon individual need. Assessment tools are available to youth through the resource system. The purpose of the interest inventory is to expose youth to the concept that a career should be chosen on the basis of aptitudes, interests, values, and abilities. Workshops and orientations are conducted to cover such topics as time management, career planning, leadership skills, employability skills, study skills, soft skills, teamwork, communication skills, pre- and post-employment skills, and other specific occupational skills.*

*The Youth Council and the NAWAWIB ensures that the Ten (10) Required Program Elements are made available to eligible youth in the local area. The elements are provided through a collaboration of the Title I Program Provider/One-Stop Operator, local partner agencies, public education institutions or sub-contractors when deemed necessary. Current challenges for serving greater numbers of youth most in need, including out-of-school youth, are low funding levels and finding appropriate job training sites.*

*Both WIA and non-WIA youth have access to the resource rooms within the local Workforce Center and affiliate sites. This provides area youth with access to such services as job search, resume building, labor market information, etc.*

*WIA clients are exposed to the business community through summer employment and work experience. These opportunities allow the youth to develop valuable work related skills to ensure employability in the future.*

*The Northwest Arkansas Workforce Investment Board remains committed to providing services to the youth of the local area that will improve their academic and work-readiness skills and enable them to successfully enter the workforce.*

*In Northwest Arkansas the NAWIB has contracted with the Northwest Arkansas Certified Development Company as the youth services provider. Staff of this organization has successfully operated the youth program for over 30 years.*

*The definition for the sixth youth eligibility criterion “Requires additional assistance to complete an education program or to hold and secure employment” is:*

*Individuals whose skill levels are not sufficient to obtain or hold employment*

- *Is unemployed, or*
- *Is underemployed, or*
- *Lacks work readiness skills necessary to obtain and retain substantial employment, as documented in the Individual Service Strategy (ISS), or*
- *Individuals who are not computer literate, or*
- *Individuals who are at risk of dropping out of high school.*

#### **D. GRANTS MANAGEMENT**

- Describe the process for developing a budget for the purpose of carrying out the duties of the local board. In answering this question, indicate how allowable administrative funds will be divided between the local board and the One-Stop operator(s). [WIA §117(d)(3)(A); Act 1125 §11(a)(6)]

*Based on historical expenditures and current/future needs the budget is developed. The board negotiates with the One-Stop operator for the distribution of the administrative funds. No more than 10% of funds will be spent on administrative costs.*

- Describe the competitive process to be used to award grants and contracts in the local area for activities carried out under WIA Title I, Subtitle B, including the process to be used to procure training services that are made as exceptions to the Individual Training Account process as described in WIA §134(d)(4)(G). [WIA §118(b)(9); Act 1125 §12(b)(9); 20 CFR 661.350(a)(10)]

*The Board follows the standard procurement procedures. In selecting the program operator/contractor the Board uses the Request for Proposal (RFP) and Request for Qualifications (RFQ) processes for open competition. This includes notice of availability by newspaper, website, notice to bidders list, meetings and word of mouth. The RFP/RFQ is then distributed to interested parties, the RFP/RFQ is submitted and opened in public, reviewed by board members (or youth council first if for youth provider; the provider is selected by the board with approval by the chief elected officials. Contact is issued for services.*

*Other than through ITAs, training services may be provided through the competitive method of procurement except for in the cases of the following, which will use contracts: OJT, and customized training.*

*The board reserves the option to contract for training for special populations, such as second language barriers, multiple barriers, or offenders, when there is a Community Based Organization (CBO) or other private organization which has a special and proven effective training program that meets the special needs identified. Such procurements will be assessed for cost reasonableness and cost effectiveness.*

- Describe the criteria to be used under 20 CFR 663.600 to determine whether funds allocated to a local area for adult employment and training activities under WIA sections 133(b)(2)(A) or (3) are limited and the process by which any priority will be applied by the One-Stop operator. [20 CFR 661.350(a)(11)]

*The board has determined that funds allocated for the adult program are limited for training services and priority is given to economically disadvantaged individuals; however, the board allows the provider the flexibility to enroll 20% of individuals who are over the income guidelines but are at less than 200% of poverty to be enrolled for training as long as economically disadvantaged individuals receive first priority.*

- Describe any current plans to solicit grants and donations from sources other than WIA funds. [WIA §117(d)(3)(B)(iii); Act 1125 §11(f)]

*There are no current plans to solicit grants but as opportunities arise we will make application to grants and other funds including National Emergency Grants and others.*

- How will funds received under the Workforce Investment Act be used to leverage other federal, state, local and private resources to maximize the effectiveness of such resources and expand the participation of business, employees, and individuals in the local workforce investment system? [WIA §112(b)(10)]

*Funds received under the Workforce Investment Act will be used to leverage other resources and expand the system by cost sharing among partners located in the Workforce Centers and NWAEDD office. Office spaces, staff salaries and other expenses are cost pooled.*

*Costs for participants can be leveraged by co-enrolling in programs and sharing the expenses for training, supportive services and other costs. Additionally this will assist with or eliminate duplication of services.*

- Describe the ITA system and the procedures for ensuring that exceptions to the use of ITAs, if any, are justified under WIA §134(d)(4)(G)(ii) and 20 CFR 663.430. [20 CFR 661.350(a)(5)]

*The ITA is a mechanism used to fund customer training. Before an ITA can be issued the occupation must be considered in demand and the training provider for the program must be listed on the ACRS. Limitation of dollar amount and duration of ITAs will be based upon individual client need as established by their WIA case manager with approval of their manager.*

*Other than through ITAs, training services may be provided through On the Job Training (OJT) or customized training services. These will be decided on a case by case basis to best serve the customer.*

*The Board reserves the option to contract for training special populations, such as second language barriers, multiple barriers or offenders, when there is a Community Based Organization (CBO) or other private organization which has a special and proven effective training program that meets the special needs identified. Such procurements will be assessed for cost reasonableness and cost effectiveness.*

- Describe any limits on ITAs as established by local board policies, in accordance with 20 CFR 663.420. [20 CFR 663.420(c)]

*In NWA the Individual Training Account is a Scholarship for the individual. The scholarship will not exceed \$8,000.00 nor cover a period greater than two years without prior management approval. The scholarship should be funded in semester increments at the accepting training provider.*

- If the local board has determined that there are an insufficient number of eligible providers in the local area to accomplish the purpose of a system of ITAs, describe the process to be used in selecting the providers under a contract for services. This process must include a public comment period for interested providers of at least 30 days. [20 CFR 663.430(a)(2)]

*N/A. The local board has determined that there are sufficient numbers of eligible providers in the area.*

#### **E. COORDINATION AND NON-DUPLICATION**

- Describe how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as appropriate. [WIA §118(b)(5); Act 1125 §12(b)(5); 20 CFR 661.350(a)(6)]

*Northwest participates in Rapid Response activities in the area from the time of notification from the Governor's Dislocated Worker Task Force through the worker assistance workshops. Participants are enrolled in WIA services as appropriate.*

- Describe how coordination with Job Corps, Youth Opportunity Grants, and other youth programs in the local area will occur. Note the limitation on use of funds in WIA §129(c)(6)(B). [WIA §112(b)(18)(C)]

*Workforce Center staff continuously work to strengthen ties and enhance awareness of the Job Corps' mission and the kinds of programs/services available. Workforce staff participates in pre-orientation activities and has toured CASS Job Corps Center to become more familiar with its resources and thus be better able to continue planning future collaboration. Workforce staff refer youth who will benefit from the unique services available through the Job Corps residential training program and make Job Corps information and brochures readily available to customers by keeping material in resource rooms*

*Job Corps representatives use workforce office space to interview candidates and conduct orientation for new recruits. Workforce staff works with Job Corps graduates who are returning to their local communities following the completion of program. Workforce staff and Job Corps collaboration provides at-risk youth with additional opportunities to pursue training in a variety of in-demand occupations.*

*Other youth programs that NWA works with cooperatively on a regular basis include Youth Strategies, the Northwest Arkansas Youth Development Collaborative, area high schools, alternative learning environments, apprenticeship trainers and Educational Cooperatives.*

- Describe the local plan for avoiding duplication of services. [WIA §112(b)(8)(A)]

*By using the Arkansas Job Link (AJL) management information system case managers are able to see services that are being provided by partner agencies using the system. Core and intensive activities are*

*coordinated in each office to avoid duplication of services. Co-enrollments as appropriate occur so that participants are best served without duplicating services.*

*To further avoid duplication of services workforce center partners are cross trained to ensure customer needs are met through available services. Core and intensive activities are coordinated in each office to avoid duplication of services.*

- Describe the business service team and how the team will be used to coordinate services to employers.

*Each Center's business service team has a lead person who is responsible for ensuring the coordination of business services. We have developed an online collaborative tool whereby team members can record and share information regarding business contacts. Business contacts are entered into AJL. Team members represent the workforce center.*

*The business services team is comprised of WIA and DWS management and staff who partner with other agencies in the center to promote the wide range of services in the One-Stop to provide qualified applicants to fill the employer's needs.*

*Members of the team meet with business and industry leaders at various locations including their place of business, tours of the center, at Chamber of Commerce events, community organizations and talk to the business leaders about the services in the center and how we can serve the business community by providing qualified applicant to help with their hiring needs. The team also participates in regional and local Job and Career Expos to bring jobseekers and employers together.*

## **F. PROFESSIONAL DEVELOPMENT AND SYSTEM IMPROVEMENT**

- Describe how the local board will ensure the continuous improvement of eligible providers of services through the system and ensure that such providers meet the employment needs of local employers and participants. [WIA §118(b)(2)(A); Act 1125 §12(b)(2)(A); 20 CFR 661.350(a)(3)(i)]

*Because of the waiver to extend initial eligibility requirements exempt providers are not required to submit performance data. Non-exempt providers must meet the State minimum eligibility requirement for performance. Those that do not meet minimum requirements are not added or will be removed from the eligible training provider list.*

- How will the local board determine the satisfaction of users of the workforce system?

*A local customer satisfaction survey is made available at the Workforce Centers. Monitoring of the programs at each level determines if employers/participants are satisfied with the system. Resolution of complaints or grievances can also be an indicator of the satisfaction of users.*

*During local WIA monitoring Administrative staff queries customers about their satisfaction with services provided. A new tool is to be developed including new indicators State may identify.*

- How will the board develop and implement a continuous improvement plan based on customer feedback?

*Results of the surveys, monitoring and complaints from the customers will be reviewed by management. Feedback from the customers is considered and action is taken when appropriate. If any of the feedback from the customer results from current policies and procedures, the policies that led to the action of the customer will be reviewed to determine if a change in policy would result in better customer service. This method of instituting corrective changes would result in continuous improvement of service delivery. The challenge remains getting customers to respond to the surveys.*

- Provide a staff development plan for each classification of staff working in the workforce center to include professional development goals, priorities, and training needs. Describe the plan for cross-training of partner staff.

*In Northwest WIA staff are encouraged and rewarded for participating in the National Association of Workforce Development Professionals (NAWDP) certification. Goals, priorities and training needs follow the NAWDP Competency Definitions (see below). Initial certification is awarded only when the individuals' credentials have been verified and documented. Credentials Endorsements for job seeker services, business and employer services, youth services and management services specialties provide the requirement for ongoing professional development with a minimum of twenty training hours per year. Workshops and Workforce3one webinars, state webinars, other resources are some of the low or no cost options used for training. Currently 19 WIA staff has NAWDP certification.*

#### *Certified Workforce Development Professional Competency Definitions*

- 1. History and Structure of the Workforce Development System: Understands the history and structure of the nation's multiple workforce development programs and how this impacts the current system. Is able to relate public workforce development policy, initiatives, and funding sources with the current system. Is able to interpret current laws and structure to deliver appropriate services, and understands how their own work impacts the system's goals.*
- 2. Career Development Process: Understands the process by which individuals 1) define their career goals; 2) prepare for, search for, and retain employment; and 3) build skills, advance, and change employment. Is able to identify the kinds of information individuals need, including assessment, in order to make realistic career decisions, and where that information can be found. Knows what skills are needed to search for, obtain, retain, and change employment.*
- 3. Labor Market Information (LMI): Understands the kinds of labor market information available and the uses of such information. Is able to access, analyze, and use local, state, and national electronic and non-electronic LMI delivery systems.*
- 4. Diversity: Understands the special employment needs of diverse groups. Is able to adapt materials and services to address these needs.*
- 5. Customer Service: Understands who are the principal customers of the workforce development system. Is able to identify their needs and expectations and what constitutes positive customer*

*satisfaction. Places appropriate emphasis on “excellence” and “speed of response” in work performance.*

- 6. Program Management: Understands how programs are designed to use appropriate service strategies to meet program goals. Understands how budgets are developed and costs are tracked for individual programs. Is able to use indicators and established instruments to document program performance and outcomes.*
- 7. Communication: Has good listening skills and is able to write clearly, including writing a good memo. Is able to speak to single individuals or large groups, in order to teach, inform, or persuade*
- 8. Technology: Understands basic computer technology used in workforce development. Is able to demonstrate proficiency or understanding of various computer software applications and the Internet.*
- 9. Collaboration and Problem Solving: Understands the basic principles of teamwork. Is able to deal with customers, colleagues, agencies, and partner associates in a positive, professional manner. Is knowledgeable about the range of services in the community, and develops and maintains relationships with partners to deliver a comprehensive array of services to customers.*
- 10. Business and Employer Knowledge: Understands business and employer needs, how the private economy works, the concepts of profit and loss and return on investment (ROI), recruitment and retention of workers, and the role of workforce development in economic development.*

*Priority will be given to the cross training of local staff. Partners will develop a cross-training process and a representative from each partner agency will train other partner program staff concerning its program services.*

*The local Workforce staff will also participate in local staff trainings, the State’s training programs, Department of Labor workshops, Workforce3one webinars, and state webinars as offered and needed.*

*Ongoing Career Development Facilitator training will be attended by workforce staff.*

*Staff development plans for each classification of staff working in the Workforce Centers is being developed with assistance of the Department of Workforce Services, who follow the State’s training programs.*

## **G. PERFORMANCE ACCOUNTABILITY**

Describe and provide specific quantitative targets for the local levels of performance negotiated pursuant to WIA §136(c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers, and the One-Stop delivery system, in the local area. [WIA §118(b)(3); Act 1125 §12(b)(3); 20 CFR 661.350(a)(4) 20 CFR 661.350(c)]

<b>WIA Requirement at Section 136(b)</b>	<b>PY 2012 Performance Goal</b>
<b>Adults:</b>	
Entered Employment Rate	92.0%
Employment Retention Rate	94.0%
Average Six-Months Earnings	\$13,700
<b>Dislocated Workers:</b>	
Entered Employment Rate	92.5%
Employment Retention Rate	95.5%
Average Six-Months Earnings	\$12,200
<b>Youth Common Measures:</b>	
Placement in Employment or Education	79.7%
Attainment of a Degree or Certificate	76.9%
Literacy and Numeracy Gains	48.0%

**H. WAIVER REQUESTS**

Will the local area be requesting any waivers in accordance with WIA sections 117, 189, or 192 as part of this plan? If so, waiver plans should be developed in accordance with 20 CFR 661.420(c) that includes the following information for each waiver requested:

*The Northwest Area is not anticipating requesting any waivers at this time but want to reserve the right to do so if the need arises.*

- Statutory and/or regulatory requirements for which a waiver is requested.  
N/A
- A description of the actions the local area has undertaken to remove state or local statutory or regulatory barriers.  
N/A
- A description of the goals of the waiver, how those goals relate to workforce plan goals, and expected programmatic outcomes if the waiver is granted.  
N/A
- A description of individuals impacted by the waiver.  
N/A
- A description of the processes used to monitor implementation and ensure meaningful public comment, including comment from business and labor.  
N/A

## I. PLAN DEVELOPMENT AND IMPLEMENTATION

- Describe the plan development process, including a discussion of the process used by the local board, consistent with WIA §118(c) to provide an opportunity for public comment – including comment by representatives of business and labor organizations – and input into the development of the local plan, prior to submission of the plan.

*The local board surveyed, discussed and provided input into the development of the local plan at its December board meeting which included business and labor organizations. The youth council also were surveyed, discussed and provided input into the development of the plan. Additionally the plan has been discussed at community meetings. Preliminary local findings from the statewide CEDS survey were also considered in the development.*

*The local plan development was a coordinated effort between local board staff and One-Stop Operator with local partner input. The plan was submitted to the Chief Elected Officials and Local Board for comment, review and approval. Availability of the plan for a thirty day (30) public review and comment period was announced through local news media, Board website. The announcement of the plan provided the public viewing hours and location for interested parties and contained instructions and timeframe for providing comments.*

- What other organizations were involved in the development of the local plan, visions, and goals, and how were they involved? [WIA §118(b)(7); Act 1125 §12(b)(7); 20 CFR661.350 (a)(8)]

*The local board surveyed, discussed and provided input into the development of the local plan at its December board meeting. The youth council also were surveyed, discussed and provided input into the development of the plan. Additionally the plan has been discussed at community meetings.*

*Additionally the Northwest Economic Development District, educators, stakeholders, local economic developers, Local Workforce Administrators and Providers workgroup and the AADO CEDS Committee which included employers and elected officials.*

- What was the role of the chief elected official(s) (CEOs) in developing the Plan? [WIA §118(a)]

*The chief elected officials reviewed versions of the draft plan and were given the opportunity to comment and recommend changes. In addition the CEOs approved the plan in preparation of the 30-day review period process. They also had the opportunity to provide input through surveys through the Statewide CEDS program.*

- Describe the method used to make copies of the local plan available through such means as public hearings, the local news media, and via the Internet. [WIA §118(c)(1)]

*The plan was available for review and public comment for 30 days beginning February 24, 2013, through March 26, 2013. Notice of the plan's availability for comment was announced in the Arkansas Democrat-Gazette on February 23, 2013. The plan was available for review at the Northwest Arkansas Economic Development District, Inc. at 818 Highway 62-65-412 North, Harrison, Arkansas during*

*normal business hours, 8:00 a.m. through 4:30 p.m. The plan was available on the website [www.nwarkansascareers.com/](http://www.nwarkansascareers.com/) beginning February 23, 2013.*

- *Attach any public comments received. How were these comments considered in developing the local plan? [WIA §118(c)(3); Act 1125 §12(c)(3); 20 CFR 661.345(c)]*

*Any comments received will be attached to the local plan with a plan of action addressing any disagreements as needed.*

*No comments have been received.*

**AGREEMENT**  
**between the**  
**Northwest Arkansas Chief Elected Officials**  
**and the**  
**Northwest Arkansas Local Workforce Investment Board**

In accordance with the Workforce Investment Act of 1998 (Public Law 105-220) and Arkansas Workforce Investment Act (Act 1125), hereinafter referred to as the Act, the Northwest Arkansas Local Workforce Investment Board (hereinafter referred to as LWIB) and the Northwest Arkansas Chief Elected Officials (hereinafter referred to as CEOs), hereinafter agree to be bound under the provision of this agreement by affixing the signature of the duly authorized representatives of the parties.

The CEOs have appointed, and the Governor has certified, the LWIB. The CEOs will appoint replacements for vacancies on the LWIB in accordance with the Act upon notification from the LWIB Chairman that such vacancy exists, which shall include notification when the term of a LWIB member expires. The CEOs have appointed LWIB members in a manner to ensure fair and equitable representation across the Northwest Arkansas Local Workforce Investment area, and will appoint replacements to maintain that balance.

It shall be the responsibility of the LWIB to provide governance over the programs and operations referenced in the Act, in partnership with and with the approval of the CEOs. The LWIB will develop and submit the local Unified Plan for the Northwest Arkansas Local Workforce Investment Area, upon approval of such Plan by the CEOs. The Plan will be submitted after public comment has been obtained, with appropriate responses made to such comments, and the comments and responses included in the Plan. LWIB governance will include monitoring and reporting on the Unified Plan once the Plan has been approved by the Governor.

The LWIB is authorized to contract with staff to assist in conducting the business of the LWIB. The LWIB will prepare budgets as required and may accept contributions and grant funds for Workforce Investment programs and operations within the Local Workforce Investment Area. The LWIB has contracted with the Northwest Arkansas Economic Development District, Inc. to act as staff for the LWIB.

The LWIB staff will assist the LWIB and CEOs in solicitation and review of proposals for One-Stop operators in this area. The LWIB will ensure that One-Stop Career Centers are operated within the Northwest Arkansas Local Workforce Investment area, with physical locations, affiliate locations or electronic links as best fits the Unified Plan and program operations within the area.

The CEOs have selected Northwest Arkansas Economic Development District, Inc. (NWAEDD) as the fiscal agent for the LWIB. NWAEDD shall be bound by the Act,

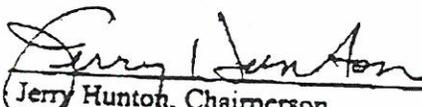
appropriate OMB circulars, and state and federal regulations, and will be liable for all funds received under WIA.

The LWIB will designate a One-Stop Operator with the approval of the CEOs.

Each entity designated, contracted, or retained shall be responsible for the eligibility of participants served, and funds spent or obligated in program operation, including the extension of that liability to contractors and subcontractors receiving funds under Title I of WIA.

The LWIB shall establish such rules and by-laws as are appropriate under the Act and that are necessary to carry out its functions and responsibilities under the Act.

The CEOs and LWIB hereby certify and assure that they will comply with all provisions in the Act, applicable regulations, the policies, and directives established by the Governor and the state Workforce Investment Board.

  
\_\_\_\_\_  
Jerry Huntton, Chairperson  
Northwest AR Chief Elected Officials

\_\_\_\_\_  
Jerry McFarland, Chairperson  
Northwest AR Local Workforce Investment Board

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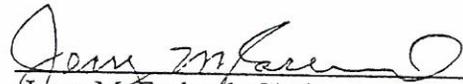
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Jerry Hunton, Chairperson  
Northwest AR Chief Elected Officials

  
Jerry McFarland, Chairperson  
Northwest AR Local Workforce Investment Board

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# NORTHWEST ARKANSAS LOCAL WORKFORCE INVESTMENT BOARD BYLAWS

(Adopted January 31, 2000)  
(Amended March 13, 2002)  
(Amended December 1, 2004)  
(Amended March 2, 2005)  
(Amended September 1, 2010)

## ARTICLE I - ESTABLISHMENT

### **SECTION I.**

**Purpose of Workforce Investment Board:** The Local Workforce Investment Board is established in compliance with the Workforce Investment Act of 1998 and Arkansas Workforce Investment Act 1125 to provide one-stop based employment services, including core services, intensive services, and training services for the residents of Northwest Arkansas Local Workforce Investment Area and to provide educational and employment opportunities to the area youth.

**Mission Statement:** To plan and implement programs which provide a dynamic, integrated workforce system, including a continuous improvement process, which meet the needs of businesses and individuals residing in the local service area by providing facilities, opportunities, resources, and encouragement for learning, earning, and living today and tomorrow.

**Vision Statement:** To assist job seekers and job holders to pursue strategies of training and development which leads to ever increasing wage levels, to reach a level of self-sufficiency, with a benefit to employers of workforce retention and higher levels of productivity.

### **SECTION II.**

**Appointment of Members:** Appointments and membership shall be in accordance with Federal and State Regulations.

- A. The appointment of members shall be made by the Chief Elected Officials from the nominations received. Each county will be represented. Regional educational cooperatives, employment service, rehabilitation agencies, welfare agencies, labor organizations or other general representation will not be considered to be county specific.
- B. The membership and composition of the LWIB, which for these purposes shall do business as a LWIB shall be certified by the Governor.

### **SECTION III.**

**Length of Appointment:** Members shall be appointed three (3) year terms, and shall continue to serve until they are replaced. Terms shall be staggered so that most years no more than one-third of the members are appointed or reappointed.

### **SECTION IV.**

**Removal of Members:** Members who have two (2) consecutive unexcused absences may be considered to have voluntarily resigned with consent of the LWIB Chair. The Chairperson may excuse an absence. In order to obtain an excused absence, a LWIB Member may call or email a LWIB staff member before the meeting date or return his/her attendance sheet with notice that

he/she will not be able to attend the meeting. Appointment of a proxy constitutes attendance and will not be counted as an absence. Members may also be removed for good cause by a majority vote of the members present.

## **ARTICLE II ORGANIZATION**

### **SECTION I.**

**Officers:** The officers of the LWIB shall be the Chairperson, the Vice-Chairperson, and the Executive Secretary. Officers shall be selected by a majority vote of the members. The Chairperson and Vice Chairperson shall be selected from the representatives of the Private Sector.

### **SECTION II.**

**Committees:** There shall be one standing committee of the LWIB: the Executive Committee. Short-term ad hoc committees may be appointed, as the LWIB Chair deems necessary or appropriate. Unless otherwise specified, the LWIB Chair shall appoint Committee members and their chairpersons. Youth programs shall be designed, planned, and forwarded by the Youth Council for LWIB approval and implementation.

- A. The Executive Committee shall be comprised of the LWIB Chair, Vice-Chair, Secretary, and at least five at-large LWIB members. The committee shall have a business majority and shall have a member representing each of the Workforce Center communities in the Local Workforce Investment Area. The at-large members are to be appointed by the LWIB Chair.
  1. The Executive Committee shall have the authority of the LWIB to act during the interim between full board meetings under the conditions outlined below:
    - a. The Executive Committee will have a majority on any issues that will require LWIB approval at a later date.
    - b. All actions of the Executive Committee will be reported to the next convening LWIB meeting for ratification.
  2. The LWIB Chair shall act as the Executive Committee Chair and shall exercise the power of vote on the Executive Committee only as required to constitute a quorum or break a tie vote.
  3. The LWIB Chair shall refer to the Executive Committee such business, which in the LWIB Chair's judgement, may require action or approval of the LWIB. All action of the Executive Committee shall be reported to the LWIB at its next meeting following such action and such reports shall become part of the minutes of that meeting.
  4. Any member of the LWIB may appear before the Executive Committee to discuss any items of business of the LWIB. Meetings of the Executive Committee shall be called by the LWIB Chair in such place as the Chair may designate.
  5. All LWIB members will be notified of the meeting date, time, agenda and

location when the Executive Committee meets outside of the regular LWIB meeting dates.

- B. Ad hoc committees may be appointed on a short term basis by the Chairperson to address issues of concern to the board which require research, planning, and recommendations of specific workforce, community, or economic development needs of the area.
- C. The Youth Council is not a committee, but is a non-voting adjunct to the LWIB for youth programs in the Local Workforce Investment Area. The Youth Council shall recommend all youth programs and operations. Youth Council programs and operations will be forwarded to the LWIB for approval prior to implementation.

### **SECTION III.**

**Staff:** The LWIB shall be provided with the staff necessary to carry out its function. The required staff and the appropriate budget for that staff shall be approved by the LWIB.

### **SECTION IV.**

**Budget:** The LWIB shall prepare and approve an annual LWIB budget that will be forwarded to the Chief Elected Officials for approval.

## **ARTICLE III RESPONSIBILITIES**

### **SECTION I.**

**Responsibilities:** The LWIB, in cooperation with Chief Elected Officials, shall:

- A. Select the entity or entities that will be the Administrative Entity and staff for the Local Workforce Investment Area.
- B. Develop, approve and submit the Five-Year Unified Plan to the public for comment and to the Governor for approval. Modification to the Plan will follow the same process as the original plan submission.
- C. Select a one-stop center operator, Title IB Youth, Adult and Dislocated Worker Operator, as well as providers for other funding opportunities as appropriate.
- D. Enter into Memoranda of Understanding (MOU) with each member of the one-stop partnership. The appropriate cost allocations provisions should be attached to the respective MOUs.
- E. Establish the value for training to be provided when training services are applicable for a customer who has not been able to gain employment through core and intensive services.
- F. Establish which training service providers can provide training services within the Local Workforce Investment Area, as a result of those service providers providing appropriate market information related to their training cost, placement of graduates,

earnings at the time of placement, length of time in employment and other related information which a customer can use to best use their training funds.

- G. Determine the funding limit for training assistance, as well as any time constraints that might be applied to training services funded in the Local Workforce Investment Area.
- H. Determine the local performance standards, which the CEOs should approve, and those approved standards will be the basis of negotiation with the State Workforce Investment Board for local performance.
- I. Monitor or oversee the monitoring of area performance, including customer satisfaction and continuous improvement within the Local Workforce Investment Area.
- J. Review and monitor or oversee the review and monitoring and then evaluate the program operation for effectiveness and compliance with the Act; the Individual Service Strategy (when appropriate); Individual Employment Plan (when appropriate); and the Five-Year Unified Plan.

## **ARTICLE IV MEETINGS**

### **SECTION I.**

**Meetings:** The LWIB shall meet at least four (4) times each fiscal year. The Executive Committee shall meet as often as the chair determines a need.

The Youth Council shall also meet at least once each fiscal year or as needed.

### **SECTION II.**

**Attendance:** Each member of the LWIB shall attend each meeting of the LWIB, in person or by proxy. The member may designate a voting individual to represent him/her if he/she is unable to attend the meeting. The designation of representation shall be in writing, email or by phone and shall be received by the Chairperson prior to the meeting. Proxies must come from the same organization or group as being represented, business for business, vocational rehabilitation for vocational rehabilitation, veteran for veteran, etc.

### **SECTION III.**

**Quorum:** A quorum of the LWIB shall be present when a majority of the attendees are from the business sector or a majority of the total membership is present. Once the quorum has been established it shall be constituted for the duration of the meeting.

### **SECTION IV.**

**Agenda:** The Agenda shall be prepared by the Chairperson to reflect the principal business of the LWIB. If a member would like an item to be added to the agenda, he/she may do so in writing, five (5) days prior to the scheduled meeting date. All meetings will comply with the Arkansas Freedom of Information Act (FOI).

**SECTION V.**

**Voting:** Each member shall have one vote. When voting, LWIB members shall abide by Article IX of these Bylaws concerning conflicts of interest.

**SECTION VI.**

**Conference Calls and Virtual meetings:** The LWIB and its standing committees are authorized to conduct business by conference calls, email, virtual (video or web based) or facsimile when deemed prudent by the Chairperson of the LWIB or by the Committee Chairperson. Such meetings will meet the quorum requirements of the LWIB or its committees.

**SECTION VII.**

**Parliamentary Authority:** The rules of parliamentary pro-active in Robert's Rules of Order Newly Revised shall govern all proceedings of the Northwest Arkansas Local Workforce Investment Board and all committees. In the case of conflict between Robert's Rules and these bylaws, or between Robert's Rules and a special rule adopted by the LWIB, the bylaws or special rule shall prevail.

**ARTICLE V  
TRAVEL EXPENSES**

**SECTION I.**

**Travel:** Each LWIB member will be reimbursed for travel costs to attend committee or LWIB meetings and when traveling as a representative of the LWIB to special meetings and/or conferences. Travel costs will be reimbursed per the current federal travel regulations or as approved by the LWIB.

**ARTICLE VI  
FISCAL AND PERIODIC REPORTS**

**SECTION I.**

**Fiscal Year:** The fiscal year shall be the same as the State's for all workforce investment programs.

**SECTION II.**

**Annual Reporting:** No less than once annually, fiscal reports will be made to the CEO/LWIB and the State of Arkansas.

**ARTICLE VII  
AMENDMENTS**

**SECTION I.**

**Amendments:** Upon formal motion, these bylaws may be amended by a two-thirds vote of the members present.

**ARTICLE VIII  
RESOLUTION OF DISPUTES**

**SECTION I.**

Any complaint or dispute arising out of business conducted by the LWIB involving policy or procedure shall be subject to resolution under the following procedure. The complaint or dispute shall be brought before the Executive Committee at either a regular meeting or a specially called meeting. If the Executive Committee cannot mutually resolve the matter, it shall be presented to the LWIB for a deciding vote.

**ARTICLE IX  
CONFLICT OF INTEREST**

**SECTION I.**

Board members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of LWIB business. A potential conflict of interest exists if a LWIB member takes any action, the effect of which would be to their private financial gain or loss, or to that of their family or employer. A potential conflict does not exist if the financial gain or loss affects to the same degree all people in the Local Workforce Investment Area or a large class of people with which the member is associated.

**SECTION II.**

If a potential conflict of interest arises, the affected LWIB member must give notice before taking action. Such disclosure of potential conflict of interest, including the source of conflict, will be made part of the minutes of the meeting. The affected Board Member must refrain from any discussion or voting on that issue.

**ARTICLE X  
NEPOTISM**

**SECTION I.**

LWIB members shall not engage in the practice of nepotism. The LWIB shall not employ a member of the family of a LWIB member, a subrecipient employee family member, or governing board family member. An exception applies when a member of an employee's family is elected to the LWIB after the employee is hired. (No termination of employees shall occur for persons employed under a previous policy.) If federal and/or state statutes, regulations, affirmative action and equal employment opportunity plans allow for the waiver of this restriction, the LWIB may choose to concur and waive this restriction on a case-by-case basis upon the formal authorization of the full board enacted by a majority vote. For purposes of this section, the term family applies to: wife, husband, son, daughter, mother, father, grandfather, grandmother, grandchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

**ARTICLE XI  
INDEMNIFICATION**

**SECTION I.**

The Board shall indemnify any past or present LWIB member, past or present staff person, or past or present officer against expenses actually and reasonably incurred by that person in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of his/her affiliation with the LWIB.

**SECTION II.**

The right of indemnification under this Article is only available to the extent that the power to so indemnify is lawful and to the extent that the person to be indemnified is not insured or otherwise indemnified.

**SECTION III.**

The LWIB shall have the power to purchase and maintain insurance, if needed or required, sufficient to meet this Article's indemnification requirements.

Amended 3-13-2002

Amended 12-1-2004

Amended 3-2-2005

Amended 9-1-2010

## **GRIEVANCE PROCEDURE AND POLICY**

### Scope and Purpose

This policy establishes the procedures to receive, investigate and resolve grievances, and conduct hearings to adjudicate disputes under the §667.600 and 29 CFR 37.

### General

- A. Grievances may be filed by any participant, sub-grantee, subcontractor, partner, administrative staff, or interested party, if they are alleging a violation of the Act, regulations, grant or agreements promulgated under the Act.
- B. These procedures also provide for resolution of complaints/grievances arising from actions, such as audit disallowances or the imposition of sanctions, taken by the Governor or his Administrative Entity, with respect to audit findings, investigations, or monitoring reports.
- C. All complaints, with the exception of complaints alleging fraud or criminal activity, must be filed within one year of the alleged occurrence.
- D. Grievances alleging fraud or criminal activity must be filed immediately with the State's Administrative Entity (SAE). The SAE shall report allegations to the Secretary immediately, upon receipt.
- E. Every staff person shall be provided upon enrollment or commencement of employment with a WIA funded program, a written description of the grievance procedure to be addressed in seeking resolutions of disputes. Customers will be provided with a copy of the EEO Policy and notice that the Grievance Procedures are available on request.
- F. Each subrecipient and partner shall adopt these procedures or develop their own to include all the elements and time-tables set forth herein.
- G. Each subrecipient and partner shall develop procedures to assure that other employers, including private for profit employers, of participants also have procedures relating to the terms and conditions of employment available to their participants. Under this provision each participant shall be advised of the procedure he/she is to follow.
- H. Any employer-established grievance procedure shall provide for, upon request by the complainant, a review of an employer's decision by the subrecipient and the Governor.
- I. Complaints alleging discrimination on the basis of sex, race, color, religion, national origin, political affiliation or belief, citizenship or age must be filed in writing within 180 days of the alleged violation with the Secretary of Labor in accordance with 29 CFR Part 31. The necessary form for filing complaints of discrimination will be made available by the LWIA Grant Recipient or LWIA Grant Subrecipient or Partner. Complaints alleging discrimination because of handicap shall be filed in accordance with 29 CFR Part 32 and

item "J" below.

- J. Complaints alleging discrimination on the basis of handicap must be filed in writing within 180 days of the alleged violation with the SAE. The grievance procedure outlined herein shall be applied. Such complaints shall include a history of the individual's handicap or other documentation of his/her impairment.
- K. An individual alleging a labor standards violation shall submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides.

If the complaint has not been resolved under the procedure satisfactorily to the complainant within 60 days of the filing or referral, the complainant or his/her representative may file a complaint with the Assistant Secretary within 30 days of the SAE level decision or 90 days from the date of filing the complaint whichever is earlier.

Condition of Appeal:

Where the SAE's procedure has been exhausted, any person who believes he or she or any specific class of individuals has been subjected to discrimination prohibited by 29 CFR Part 32 may (or through an authorized representative) file a written complaint with the Assistant Secretary.

Contents of Complaints:

Complaints must be signed by the complainant or his/her authorized representative and must contain the following information:

1. Name and address (including telephone or TTY number) the complainant;
2. Name and address of the recipient or subgrantee who committed the alleged violation;
3. A description of the act or acts considered to be a violation;
4. A statement that the individual is handicapped or has a history of a handicap or other documentation of impairment or was regarded by the subrecipient as having an impairment; and
5. Other pertinent information available which will assist investigation and resolution of the complaint.

Coverage and Provision

This policy sets forth a three-level system which allows any person or organization to file a grievance at either the local level, i.e.; state grants subrecipient, LWIA Grant Recipient, LWIA's AE; the state level, i.e., Governor or SAE; and federal level.

This system provides that a hearing shall be conducted within 30 days of receipt of a grievance, if requested by grievant.

Step 1: Structure and Timetables

- A. Any person or organization alleging a violation of the Act, regulations, grant agreement

or other agreements regarding the administration of WIA programs, shall first present the grievance in writing to the appropriate respondent representative (Grievance form attached).

Grievant's statement shall include:

1. The full name, telephone number (if any), and address of the person making the complaint;
  2. The full name and address of the respondent against whom the complaint is made;
  3. A clear and concise statement of the facts, including pertinent dates, constituting the alleged violation;
  4. The provisions of the Act, regulations, grant, or other agreements under the Act believed to have been violated; and
  5. A statement disclosing whether proceedings involving the subject of the request have been commenced or concluded before any federal, state, or local authority, and, if so, the date of such commencement or conclusion, the name and address of the authority and the style of the case.
- B. Upon receipt of a grievance, the appropriate respondent representative shall send acknowledgment of receipt of the grievance to all parties, including the SAE, by certified mail, return receipt requested. The acknowledgment of receipt of the grievance shall:
1. Outline the steps to be taken to resolve the matter;
  2. Notify all parties of the right to request a hearing;
  3. Advise of attempt to reach an informal resolution; and
  4. Provide a synopsis of issues to be decided.

#### Hearing Procedures

The following hearing procedures shall apply to grievance at either the state or local level. The administrative hearing shall be informal.

Technical rules of evidence shall not apply to hearings conducted pursuant to these procedures. Hearsay evidence shall be admissible at the discretion of the hearings officer.

Hearings shall be held at a time and place as determined by the hearing officer upon reasonable notice to the parties and the witnesses in selecting a place for the hearing.

The party requesting the hearing shall have the burden of establishing the facts and the entitlement to the relief requested. The hearing procedures shall include:

1. Written notice of the date, time and place of the hearing, the manner in which it will be conducted, and the issues to be decided;
2. Opportunity to be represented by an attorney or other representatives of the complainant's choice;
3. Opportunity to bring witnesses and documentary evidence. The appropriate respondent representative shall cooperate in making available any persons under their control or employ to testify, if such persons are requested to testify by the complainant, and to release requested documents relevant to the issue;

4. Opportunity to question any witness or parties;
5. The right to an impartial hearing examiner;
6. A verbatim record of the preceding; and
7. A written decision by the hearing examiner.

#### Administrative Fact-Finding Investigation

If a hearing is not requested, the appropriate official shall conduct an administrative fact-finding investigation. Such investigation shall include:

1. Opportunities for all parties to submit an in-depth position statement, including documentary supportive data and/or records;
2. Access to and review of appropriate official records;
3. Interview of principle parties and an opportunity for all parties to offer rebuttal to information received;
4. A written decision.

Written decisions, resulting either from a hearing or an administrative fact-finding investigation shall be issued within 60 days from the date the complaint was received by the respondent representative. Written decisions shall be sent by certified mail, return receipt requested.

Written decisions must contain the following:

1. Statement assuring that all steps included in the grievance procedures have been adhered to in accordance with provisions of the Act;
2. Issue(s) being decided;
3. Statement of facts;
4. Reasons for the decision;
5. Remedies to be offered, if appropriate;
6. Summary; and
7. Advisement of the right to appeal the decision, by request for review and/or hearing by the SAE, as appropriate.

#### Step 2: Review at State Level

- A. If the grievant does not receive a decision at the LWIA level within 60 days or receives a decision which is unsatisfactory, the grievant then has a right to request a review of his/her grievance by the Governor or his designee.
- B. The request for review shall be filed within 10 days of receipt of the adverse decision or 10 days from the date on which the grievant should have received the decision.
- C. The Governor shall issue a decision within 30 days of the request for review. The Governor's decision is final except in the case of discrimination complaints.
- D. The Governor shall also provide for a review of complaint initially filed at the state level on which a decision was not made within 60 days or upon receipt of a decision on which the complainant has received decision. A decision shall be made within 30 days.

- E. The Governor or his designee's decision is final.
- F. If the grievant does not receive a decision from the Governor as provided for in Step 2 (A through E), the complainant may request of the Secretary that a determination be made on whether there is reasonable cause to believe that a violation of the Act, regulation, or other related agreements have occurred.
- G. The complainant shall have the request for review no later than 10 days from the date on which the decision should have been received. The request from the grievant should contain the following:
  - 1. The full name, telephone number (if any), and address of the person making the complaint;
  - 2. The full name and address of the respondent against whom the complaint is made;
  - 3. A clear and concise statement of the facts, including pertinent dates, constituting the alleged violation;
  - 4. The provisions of the Act, regulations, grant, or other agreements under the Act, believed to have been violated;
  - 5. A statement disclosing whether proceedings involving the subject of the request have been commenced or concluded before any federal, state, or local authority, and, if so, the date of such commencement or conclusion, the name and address of the authority, and the style of the case; and
  - 6. A statement of the date the complaint was filed with the Governor, the date on which the Governor should have issued a decision, and an attestation that no decision was issued.

### Step 3: Federal Level Disposition

- A. If a non-criminal grievance is received and accepted by the Secretary, he/she may:
  - 1. Direct the Governor to handle a complaint through the above procedures; or
  - 2. Investigate and determine whether the Governor or LWIA are in compliance with the Act and regulations.
- B. The Secretary shall notify the Governor of the findings of the Secretary's investigation and shall give the Governor time, not to exceed 60 days, to comment and take appropriate corrective action.
- C. The Secretary shall review the complete file of the investigation and the Governor's action. If the Secretary is in agreement with the Governor, this notification shall constitute final; Department of Labor (DOL) action.
- D. If not satisfied, the Secretary will make an initial determination, offer informal resolution, and if necessary, issue a final determination. An appeal may be made to the Office of the Administrative Law Judge (OALJ), if within the jurisdiction of the OALJ.

## **EQUAL OPPORTUNITY IS THE LAW**

WIA funded boards, departments, agencies, and partners are prohibited from discriminating on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act of 1998, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA funded program or activity.

If you think that you have been subjected to discrimination under a WIA funded program or activity, you may file a complain within 180 days from the date of the alleged violation with the agency's Equal Opportunity Officer, or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210.

If you elect to file your complaint with the agency, you must wait until the agency issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see the address above). If the agency has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60 day period.

If you are dissatisfied with the agency's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days from the date you received notice of the agency's proposed resolution.



NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC.  
**BOARD OF DIRECTORS**

The Honorable Mickey Pendergrass  
The Honorable David Osmon  
Mr. Kenton Treat  
The Honorable Robert “Bob” Clinard  
The Honorable Bob McCaslin  
The Honorable James Norton  
The Honorable Jeff Crockett  
Mr. Bill Witty  
The Honorable Sam Barr  
The Honorable Tim McKinney  
Mr. Gerald Williams  
The Honorable Frank Weaver  
The Honorable Kevin Hatfield  
Mr. Wes Fowler  
The Honorable Terry Ott  
The Honorable Shawn Lane  
Ms. Judy Loving  
The Honorable Warren Campbell  
Mr. Neal Gibson  
The Honorable Johnny Hinchey  
The Honorable John Henley  
Mr. James Busbee  
Mr. Wayne Blankenship  
Mayor of Springdale  
Mr. Ray M. Boudreaux, Director

**OFFICERS**

Mr. Wes Fowler – Chairman  
Mr. Ray Boudreaux – Vice-Chairman  
Mr. Bill Witty – Secretary  
Mr. Johnny Hinchey – Treasurer

**BYLAWS**  
**OF THE**  
**NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC.**

(As Amended March 18, 1971)  
(As Amended March 16, 1972)  
(As Amended April 20, 1978)  
(As Amended November 20, 1980)  
(As Amended February 17, 1983)  
(As Amended March 16, 2011)

**Section 1. Eligibility for Membership to District.**

Municipalities not members of District may join subject to such action as is required by the local laws of the governing body of each municipality, and also as may be required by applicable state law for inter-municipal organizations. Such action will be annually by letter from county and city government.

**Section 2. Budget and Sharing of Costs of District.**

The Board of Directors shall adopt an annual locality budget.

The member counties shall pay annually to the District budget a fair share on a pro rata basis; the share of each county shall be on the basis of population of each county as the percentage its population bears to the total population of the District.

Municipalities of the District shall pay annually an amount as set by the Board of Directors.

Assessment notices will be mailed at least semi-annually. Failure to pay such assessments by any member within ninety (90) days of receiving notice from the District of assessment being due shall be grounds for revocation of membership in the District of the delinquent member.

**Section 3. Board of Directors and Term of Office.**

- A. Board of Directors shall consist of not less than twenty-eight (28) members of which a simple majority shall be elected officials/or employees of a general purpose unit of State, local or Indian tribal governments who have been appointed to represent the government.

- B. The county judge will serve as a Board Member during his tenure as county judge, he may nominate another county representative to serve in his place, and said person shall serve at the pleasure of the county judge.
- C. Elected representatives of municipal government, from each county, will be nominated by the representative municipalities within a county and if elected by the Board of Directors, will serve for four years.
- D. A minimum of 35% of the Board Members shall be private sector representatives: One member will be a private citizen representing either (1) education; (2) health and welfare; (3) labor; (4) recreation; (5) conservation; (6) finance and insurance; (7) minority groups; (8) business; (9) industry; (10) transportation or communication; (11) agriculture; and (12) social and cultural. They will be nominated by the county delegation, and if elected by the Board of Directors, will serve for two years. The Board of Directors shall appoint one additional member from one of the following representative categories:
  - a. Executive Director of Chambers of Commerce; or
  - b. Institution of post-secondary education; or
  - c. Workforce Development groups, or
  - d. Labor groups.
- E. A minority representative of at least one member will be nominated, elected, and will serve for a period of two (2) years. The minority member may be selected from any of the District's counties.
- F. County or other Board Members may succeed themselves.
- G. Board Members shall be approved by a simple majority of the Board of Directors when a quorum is present. Simple majority and a simple quorum are defined as 50% plus one respectively of a majority or quorum.

Section 4. Action by Board of Directors.

- A. Any action of the Board of Directors may be taken by a simple majority vote of the Board with a simple quorum present.

- B. Each member present and in good standing shall be entitled to one (1) vote. Voting by proxy is not authorized.

Section 5. Tenure of Office.

- A. The tenure of office of a member of the Board of Directors shall be terminated at the time of the election and qualification of a successor, resignation, change of residence to another county or state or upon death.
- B. Directors will immediately start serving in their capacity following the favorable action, pertaining to their office, by the Board of Directors.
- C. Vacancy on the Board of Directors will be filled at the next meeting of the Board of Directors of the District.

Section 6. Officers.

- A. The officers of the Board of Directors shall be the Chairman, Vice-Chairman, Secretary, and Treasurer.
- B. Chairman: The Chairman shall be the President of the Board of Directors and shall preside at all meetings of the Board of Directors and shall perform such other duties as may be assigned to him by action of the Board of Directors.
- C. Vice-Chairman: The Vice-Chairman shall be the Vice-President of the Board of Directors and the event of the absence or inability of the Chairman, the Vice-Chairman shall act as Chairman.
- D. Secretary: The Secretary will be the recording officer of the corporation keeping the minutes of the meetings, membership roster and perform such other duties as may be assigned to him by the Board of Directors.
- E. Treasurer: The Treasurer shall (a) have general charge and custody of and be responsible for all funds of the District in such banks, or other depository, as may be designated by the Board of Directors; (b) keep correct and complete books and records of account; and (c) perform such other duties as may be assigned to him by the Board of Directors. Said office shall provide such bond as may be required by the Board of Directors.

Section 7. Annual Meeting.

- A. Annual meeting of the District Membership shall be held at a place and time designated by the Board of Directors. A notice setting out the time and place of such annual meeting shall be mailed, postage-paid, to each member on record at his last known address, at least ten (10) days prior to the annual meeting.
- B. Business of the annual meeting of the District membership shall include at least the following:
  - 1. Election of members to the Board of Directors.
  - 2. Election of officers from the Board of Directors.
  - 3. Reports and budgets from the officers and Board of Directors.
  - 4. Other such business as is properly presented to the membership.

Section 8. Board of Directors' Meetings.

- A. Meetings of the Board of Directors shall take place as is required to conduct the business of the organization, and during the Board's first meeting of the calendar year shall adopt a schedule of meetings for that calendar year.
- B. Meetings may be called by the Board Chairman, or in the Chairman's absence, the Vice-Chairman.
- C. Meetings may be called by a majority of the Board of Directors on written petition to the Board Chairman. The Chairman shall call a meeting with five (5) days of receipt of petition, said meeting to be held not later than ten (10) days from date of call.
- D. Written notice of five (5) days is required on all Board of Directors' meetings.

Section 9. Board of Directors' Responsibilities.

- A. Formulate policy, take such actions, which will best effectuate and carry out the PURPOSES AND FUNCTIONS for which this District is created and is outlined in the Articles of Incorporation.

Section 10. Requirement for Periodic Reports.

No less than once annually, the Board of Directors shall report comprehensively to its membership, the Governor or The State of Arkansas and all federal and state agencies providing District grant funds, and shall have such other reports prepared as may be required by federal, state or municipal law or regulation as may be required other than under the Articles of Incorporation and these Bylaws.

Section 11. Obligation for Dues on Withdrawal or Admission.

In the event of withdrawal by a member from the District, said member shall be entitled to no return of any annual dues or portion thereof, hitherto paid; in the event of admission of a new member during the fiscal year, said member shall pay a pro rata share of the annual dues required for the balance of the fiscal year yet remaining.

Section 12. Publication of Proceedings.

The minutes of the meetings of the Board of Directors shall be published as required for local government units, and by the laws of the State of Arkansas.

Section 13. Fiscal Year.

The fiscal year for the District shall be set by the Board of Directors except that fiscal reports will be made to comply with all individual state and federal grant programs.

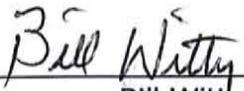
Section 14. Compensation.

- A. Each member shall receive no compensation for attendance at any meeting of the membership, and shall receive no other salary or compensation for his service as a member of the Corporation other than reimbursement of actual expense incurred. Board members' expenses for attending a meeting, shall be counted and recorded as in-kind contributions based upon individual grant programs.
- B. Other in-kind contributions may be accepted and counted, provided that they are included in an approved budget.

Section 15. Rules for Parliamentary Procedure.

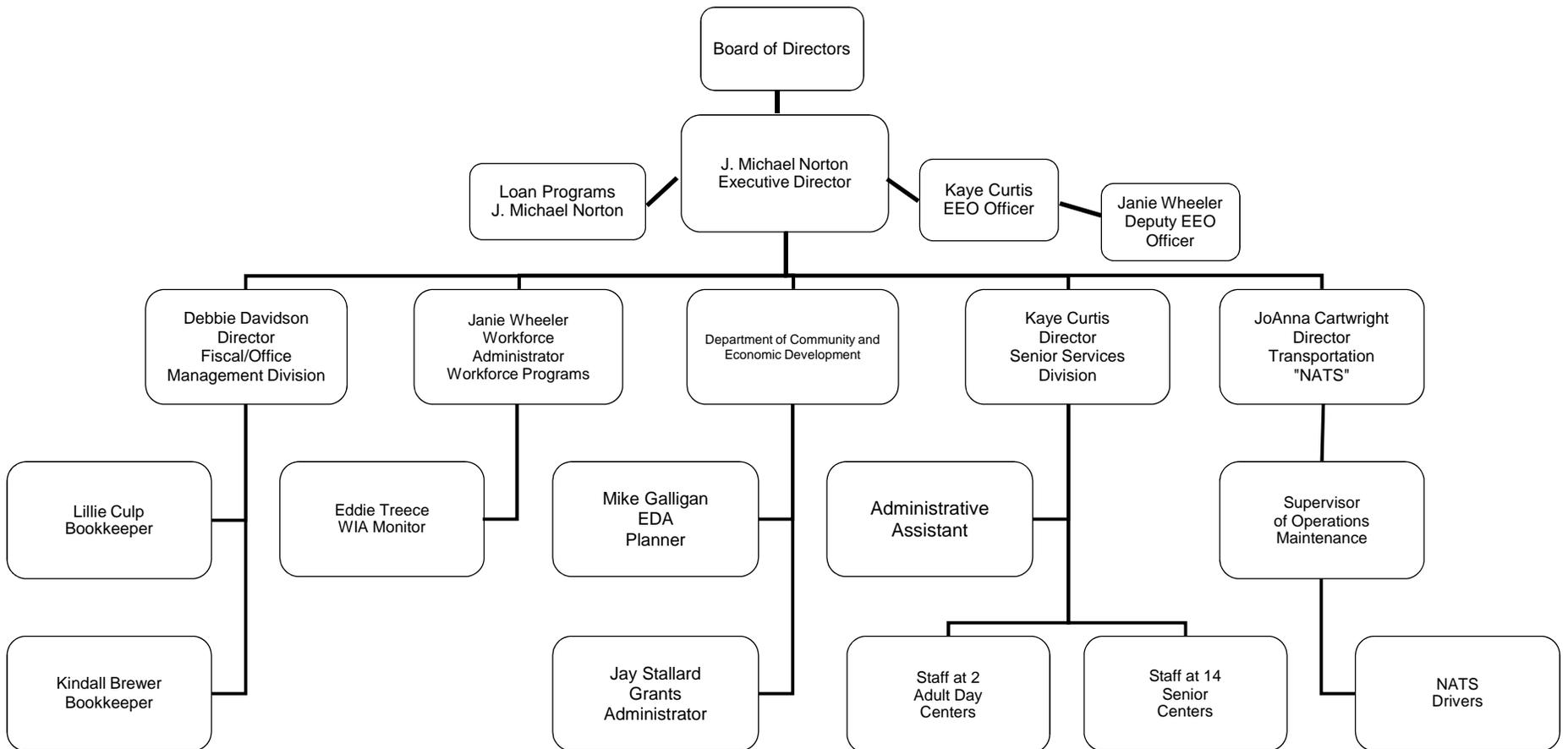
Robert's Rules of Order shall govern all matters of parliamentary procedure except as provided in these Bylaws.

  
Kenton Treat  
Chairman

  
Bill Wittly  
Secretary

NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC.

ORGANIZATIONAL CHART



Northwest Arkansas Certified Development Company  
Board of Directors

**Baxter County**

Larry Walters – Secretary  
Sheriff John Montgomery  
Joe Dillard

**Benton County**

Tom Ginn  
Vacancy  
Ben Aldama

**Boone County**

Dan Roberts  
Scott Miller  
Don Sugg

**Carroll County**

David Bell – Vice  
Chairman  
Reverend Nestor Rivera  
James Sanders

**Madison County**

Jarred Rogers  
Matt Gillham  
Margie Ham

**Marion County**

Terry Walker  
Stacy Davenport  
Joe Batterton

**Newton County**

Regina Tkachuk  
Denver Smith  
Mary Lynn Emmett

**Searcy County**

Jim Arnold  
Pat Halsted  
Harold Crane

**Washington County**

Bill Ackerman – Treasurer  
Kathy Spigarelli  
Ray Boudreaux, Chairman

# BYLAWS OF NORTHWEST ARKANSAS CERTIFIED DEVELOPMENT COMPANY

Adopted April 21, 1983  
(As Amended November 21, 1985)  
(As Amended December 12, 1986)  
(As Amended June 21, 2000)  
(As Amended September 19, 2000)  
(As Amended March 28, 2002)  
(As Amended November 8, 2002)  
(As Amended June 17, 2009)

## Section 1. Name and Purpose

The name of the Corporation shall be Northwest Arkansas Certified Development Company.

This Corporation is organized for the primary purpose of furthering the economic development and social welfare of Northwest Arkansas and its environs with specific emphasis on the area by promoting and assisting the growth and development of business concerns, including small business concerns in the area. The principal objectives of the Corporation shall be to benefit the community by fostering increased opportunities and expansion of business, employment and training for the citizens of the area.

## Section 2. Office and Boundaries

The principal office of the Corporation in the State of Arkansas shall be located in the City of Harrison, County of Boone or other such place as the Board of Directors shall from time to time determine.

The Corporation shall comply with all building codes, laws, and the American Disabilities Act Amendments Act of 2008 (ADAAA).

The territories in which operations of the Corporation are principally to be conducted consist of the following counties in the State of Arkansas: Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy and Washington.

## Section 3. Membership

There shall be one (1) class of members who shall be not less than twenty-seven (27) in number. The members may be individuals or corporations and shall include participation by the following three (3) groups: local government, county government, and business organizations located within the Corporation's territory. The Corporation shall not be dissolved nor shall the validity of any act of the Corporation or its members be in any way affected in the event of vacancies in the membership. The

membership of any member shall continue until such membership shall terminate as provided in paragraph 3 of this Section 3.

Each person who shall be a subscriber to the Articles of Incorporation of the Corporation and each person who shall be admitted to membership by a majority vote of all the members at any meeting of members shall be a member of the Corporation until his/her membership shall terminate.

Any member may terminate his/her membership at any time by notice by telephone or in writing to the Board of Directors, Chairman or Executive Director of Northwest Arkansas Certified Development Company. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board or any such officer. The unexcused absence of a member from two consecutive meetings shall be considered to have voluntarily resigned and the Board of Directors shall accept or reject that resignation by a majority vote of the members present. The Chairman may excuse an absence. In order to obtain an excused absence, a Board of Directors member may call an NWACDC staff member before the meeting date or return his/her attendance sheet with notice that he/she will not be able to attend the meeting.

Each member shall be entitled to cast one vote at any election of Directors of the Corporation. Members shall have no other voting rights and there shall be no cumulative voting rights.

#### Section 4. Membership Meetings

The annual meeting of members, for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting, shall be held at the principal office of the Corporation in November of each year beginning in 2001, or such place within or outside the State of Arkansas as shall be designated by the Board of Directors and specified in the notice of such meeting or waiver of notice thereof.

Term limits would be staggered at the beginning and when staggering is completed, the directors shall serve for two year terms—until his/her death, or until his/her resignation shall be effective, or until he/she shall have been removed in the manner hereinafter provided, whichever is earliest.

Special meetings of members may be called at any time by the Chairman, by a majority of the Board of Directors, or by written petition signed by not less than one-tenth (1/10) of the members authorized to vote by the Articles of Incorporation.

The Board of Directors may designate any place, either within or without the State of Arkansas, as to the place of meeting for any annual or for any special meeting. If no designation is made, the place of the meeting for any annual or special meeting shall be the principal office of the Corporation in the State of Arkansas, but if all of the members shall meet at any time and place, either within or without the State of

Arkansas, and consent to the holding of a meeting, such meeting shall be voted without call or notice, and at such meeting any corporate action may be taken.

Notice of each annual or special meeting of members shall be printed or written. The original of such notice shall be signed by the Chairman or Secretary of the Corporation, and unless otherwise required by law, a copy thereof shall be served personally or by first class mail, facsimile, or email to each member residing within the United States entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the meeting. Such notice shall be directed to each such member at his address, facsimile number, or email address as it appears on the books or records of the Corporation. Such notice shall state the time, and place of the meeting, and if the meeting be special, briefly the purposes thereof. Unless otherwise provided by law, no notice of the time, place or purpose of any meeting need be given to any member who shall attend such meeting in person, or to any member who, in writing executed and filed with the records of the Corporation, either before or after the holding of such meeting, shall waive such notice. No notice need be given of any adjourned meeting.

The Corporation and its standing committees are authorized to conduct business by conference calls only when it is deemed necessary by the Chairman of the Board or by the Chairman of its standing committees. Such meetings will meet the quorum requirement of the Board or its committees. The Corporation or its committees will, at the earliest possible date, meet in full Board to ratify the action taken by conference calls.

At each annual meeting of members, the Directors shall present a financial report, showing the whole amount of real and personal property owned by the Corporation, and where and how invested, the amount applied, appropriated or expended during the year immediately preceding such date, and the purposes, to or for which such applications, appropriations or expenditures have been made, and the names and places of residence of the persons who have been admitted to membership in the Corporation during such year. Such report shall be filed with the records of the Corporation and an abstract thereof entered in the minutes of the proceedings of the annual meetings.

#### Section 5. Board of Directors

The property, business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors shall have full power to act on behalf of the Corporation as permitted by the statutes of the State of Arkansas, the Articles of Incorporation and these Bylaws, as shall be amended from time to time.

The number of Directors shall be at least twenty-seven (27), but the number may be increased by amendment of these Bylaws. Notwithstanding the above, the Board of Directors shall at all times number at least twenty-seven (27). Directors shall be members of the Corporation. The directors shall be chosen by a plurality of the votes cast at the annual meeting of members entitled to vote. Each Director shall hold

office until his successor shall have been elected and qualified, or until his death or until his resignation shall have become effective, or until he shall have been removed in the manner hereinafter provided, whichever is earliest. Each Director shall service a term of either 2 or 3 years.

An annual meeting of the Board of Directors of the Corporation shall be held for the purpose of organization, the election of officers, and the transaction of such other business as may properly come before the meeting. Notice of such meeting or of any adjournment thereof shall be given in compliance with the Arkansas Freedom of Information Act, ACA 25-19-101, *et seq.*, as amended. If for any reason such meeting shall not be held on the specified herein, it may be held at any other time or place which shall be specified in a notice given as hereinafter specified for special meetings of the Board or in a consent and waiver of notice thereof signed by all the Directors.

Special meetings of the Board of Directors may be called at any time by the Chairman, the Vice-Chairman, or any two Directors and may be held at such time and place within or outside the State of Arkansas as may be specified in the respective notices or waivers of notice thereof.

Notice of every special meeting shall briefly state the purpose thereof and be given personally to each Director by mail, telegram, cable, facsimile or email, addressed to him/her at this/her usual place of business, at least two days before the meeting is to be held. Unless otherwise provided by law, no notice of the time, place, or purposes of any meeting of the Board of Directors need be given to any Director who attends such meeting, or to any Director who, in writing executed and filed with the records of the Corporation either before or after the holding of such meeting as originally called.

At all meetings of the Board of Directors, the presence in person of a majority of the whole Board shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present, may, without notice other than by announcement at the meeting, adjourn the meeting from time to time, until a quorum shall be present. At any such adjourned business any business may be transacted which might have been transacted at the meeting as originally called.

At all meetings of the Board of Directors which a quorum is present, all matters, except as otherwise expressly required by law, the Articles of Incorporation, or these Bylaws, shall be decided by the vote of a majority of the Directors present.

Any Director may resign at any time by notice in writing to the Board of Directors, Chairman or Executive Director of NWACDC. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board or any such officer. If any Director shall tender his/her resignation to take effect at a future time, the Board shall have power to elect a successor to take office at such time as the resignation shall become effective.

Any Director may be removed, either for or without cause, at any time, by the affirmative vote of a majority of all the members at any special meeting called for the purpose, and the vacancy in the Board of Directors caused by any such removal may be filled by the members at such meeting.

If any vacancy shall occur in the Board of Directors by reason of death, resignation, disqualification, removal, increase in the number of Directors, or any other cause, such vacancy may be filled (subject to the provisions of paragraph 11 of this Section 5) by a majority of the remaining Directors, though less than a quorum.

A Director shall not receive, directly or indirectly, any salary, compensation, or emolument from the Corporation, either as such Director or in any other capacity, unless authorized by these Bylaws or by the concurring vote of two-thirds (2/3) of all the Directors.

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing the action.

#### Section 6. Officers

The Officers of the Corporation shall be a Chairman, a Vice-Chairman, a Secretary, a Treasurer, and such other officers as may be appointed in accordance with the provisions of paragraph 3 of this Section 6.

Each officer (except such officers as may be appointed in accordance with the provisions of paragraph 3 of this Section 6) shall be elected by the Board of Directors at its annual meeting. Each such officer shall hold his office from January to January. Term limits would be staggered at the beginning and when staggering is completed, the directors shall serve for two year terms, or until his/her death, or until his/her resignation shall become effective, or until he/she shall have been removed in the manner hereinafter provided, whichever is earliest.

The Board of Directors may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time designate.

Any officer may resign at any time by giving notice in writing to the Board of Directors, the Chairman, the Secretary, or the Executive Director. Unless otherwise specified in written notice, such resignation shall take effect upon receipt thereof by the Board or any such officer.

Any officer or agent may be removed, either for or without cause, by the Board of Directors at any meeting.

A vacancy in any office by reason of death, resignation, removal, disqualification, or any other cause may be filled for the unexpired portion of the term in the manner prescribed by these Bylaws for regular election or appointment to such office.

The Chairman shall be the Chairman of the Board of Directors and shall preside at all meetings of the Board of Directors. He/she shall advise with the other officers of the Corporation on matters of policy. He/she may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts, agreements, or other instruments authorized by the Board except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officers or agent. He/She shall have such other powers and perform such other duties as may be incidental to his/her office, as are given to him/her by these Bylaws, or as from time to time may be assigned to him/her by the Board.

The Chairman shall be the Chairman of the Board of Directors and shall be the principal executive officer of the Corporation and shall have general charge and control of the affairs and property of the Corporation and general supervision over its officers and agents, subject to the direction of the Board of Directors. The Chairman shall preside at all meetings of the Board and shall see that all orders and resolutions of the Board are carried into effect.

The Vice-Chairman shall be the Vice-Chairman of the Board of Directors and at the request of the Chairman or in his/her absence or disability, the Vice-Chairman designated by the Board of Directors shall perform all the duties of the Chairman and, when so acting, shall have all the powers of, and be subject to all restrictions upon the Chairman. The Vice-Chairman may also sign and execute in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements, or other instruments authorized by the Board except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent. He/She shall have such other powers and perform such other duties as are given to him/her by these Bylaws or as from time to time may be assigned to him/her by the Board or the Chairman.

The Secretary Shall:

- a. Record all the proceedings of the meetings of and Board of Directors in a book or books to be kept for that purpose;
- b. Cause all notices to be duly given in accordance with the provisions of these Bylaws and as required by law;

- c. See that the lists, books, reports, statements, certificates and other documents and records required by law are properly kept and filed; and
- d. In general, have such other powers and perform such other duties as may be incidental to his/her office, as are given to him/her by these Bylaws, or as from time to time may be assigned to him/her by the Board or the Chairman.

The Treasurer shall:

- a. Have charge and custody of and be responsible for all funds and securities of the Corporation, the keeping of accurate and full accounts of receipts and disbursements in books belonging to the Corporation, and deposit all such monies and any other valuable effects in the name of the Corporation in such banks, trust companies or other depositories as shall be selected;
- b. In general, have such other duties as may be incidental to his/her office, as are given to him/her by these Bylaws, or as from time to time may be assigned to him/her by the Board or the Chairman.

An officer of the Corporation shall not receive, directly or indirectly, any salary, compensation or emolument from the Corporation either as such officer or in any other capacity, unless authorized by these Bylaws or by the concurring vote of two-thirds (2/3) of all Directors.

In case the Board of Directors shall so require, any officer, agent or employee of the Corporation shall execute to the Corporation a bond in such sum and such surety or sureties as the Board may direct, conditioned upon the faithful performance of his/her duties to the Corporation, including responsibility for negligence and the accounting for all property, moneys, or securities of the Corporation which may come into his/her hands.

#### Section 7. Committees

The Board of Directors may, by resolution adopted by a majority of the Directors, designate one or more committees. The committee(s) shall be delegated authority to make any management decisions and shall be subject to same restrictions that apply to the Directors. Such committee(s) shall have at least five (5) Directors.

## Section 8. Staff

The Corporation shall at all times, as specified and directed by the Board of Directors, make available a full-time professional staff as needed for carrying out the purposes of this Corporation.

The staff shall be available to receive visitors or respond to business matters over the telephone during normal business hours.

The staff shall also have professional management, legal, and accounting capabilities sufficient to insure the proper and efficient operation of the Corporation.

"Staff" shall include employees and Directors of the Corporation and other qualified individuals or organizations, who may from time to time contract with the Corporation to provide professional legal, account and technical assistance services to the Corporation, residing or doing business in the territory of the Corporation.

## Section 9. General Provisions

For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts, and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned, and delivered by an officer or agent of the Corporation.

All checks, drafts, or other orders for the payment of money, and all notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and such manner, as from time to time shall be determined by the Board of Directors.

Stock certificates, notes, bonds, or other securities held or owned by the Corporation may be sold, transferred, or otherwise disposed of when endorsed for transfer by such officer or officers or agent or agents of the Corporation, and in such manner, as shall be determined from time to time by the Board of Directors.

The fiscal year of the Corporation shall end June 30<sup>th</sup>.

## Section 10. Amendments

Any of these Bylaws may be amended, altered, repealed or added to, and new Bylaws may be made, by the affirmative vote of 51% of the Directors given at any meeting of the Board of Directors.

## Section 11. Indemnification

To the full extent by the law, the Corporation shall indemnify and reimburse each person made or threatened to be made a party to any action, suit or

proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she, or his/her testator or interstate, is or was a Director or officer of the Corporation or served any other corporation of any time or kind, domestic or foreign, in any capacity at the request of the Corporation. The Corporation shall indemnify and reimburse each employee or agent of the Corporation, or any other person other than Directors or officers of the Corporation, against liabilities or legal expenses arising out of acts performed for or on behalf of or at the request of the Corporation to such extent and in such matter, permitted by law, as the Board of Directors may at any time or from time to time determine.

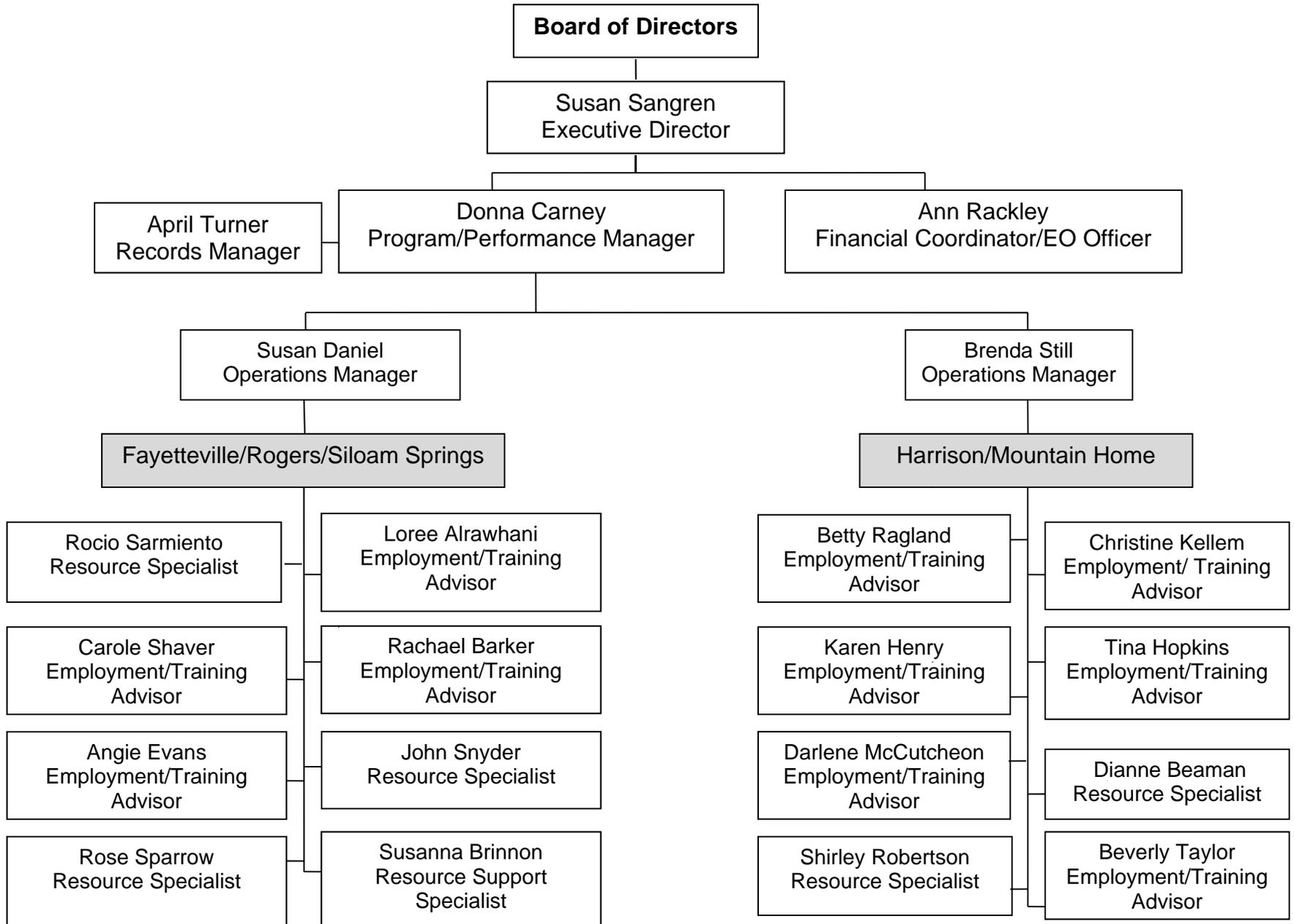
**DECLARATION OF CERTIFICATION**

THIS IS TO CERTIFY that these Bylaws are true, accurate and complete.

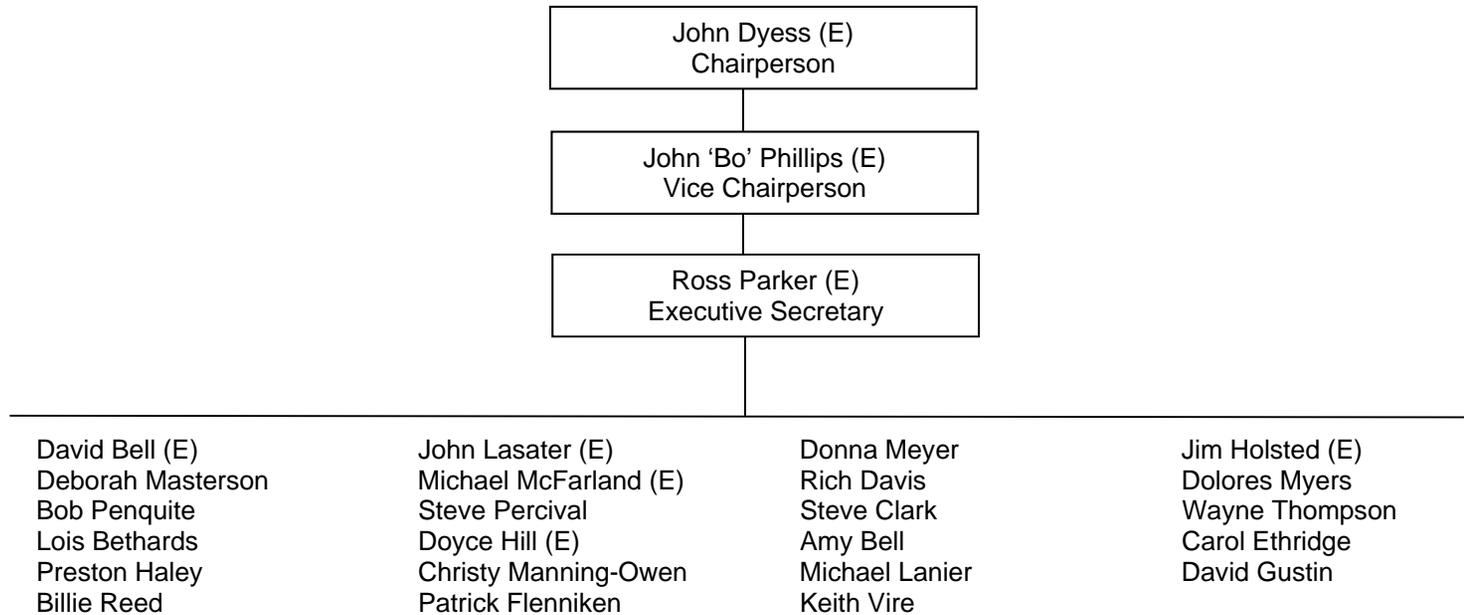
APPROVED:  \_\_\_\_\_  
Chairman

ATTEST:  \_\_\_\_\_  
Secretary

# Northwest Arkansas Certified Development Company Organizational Chart



# Northwest Arkansas Local Workforce Investment Board



(E) Denotes Executive Committee Members

**Northwest Arkansas  
Workforce Investment Area  
Memorandum of Understanding  
and  
Resource Sharing Agreement**

**For Program Year 2007  
And continuing until repeal of the  
Workforce Investment Act or other cause**

## Introduction

This Memorandum of Understanding (MOU) is entered into in accordance with the Workforce Investment Act of 1998 (WIA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northwest Arkansas Workforce Investment Area, and the Workforce Centers which are part of the Arkansas Workforce Investment System. It is understood that the Centers will be a collaborative effort based on trust and teamwork among agencies working together as partners to accomplish a shared goal of improving the quality of life for individuals through employment, training, and education.

This collaboration will enhance economic development to better serve the present and future needs of employers in this area. This will be accomplished through a comprehensive workforce center located in Harrison and the Center's satellites located in Fayetteville, Rogers and Mountain Home as well as an affiliate site in Siloam Springs.

## Vision Statement

The purpose of the Arkansas Workforce Center is to advance the economic well being of our area by developing and maintaining a quality workforce. Northwest Workforce Center Partners will ensure universal access to services for all customers, provide customer choice in service and service delivery, and ensure accountability in performance and customer satisfaction. These services are designed to connect the unemployed citizen and dislocated worker to a job, prepare the underemployed citizen for a new job, and introduce youth to employment. This will be achieved through the co-location and integration of employment, training, education, and economic development services for youth, job seekers, workers, and employers.

## Management and Structure

Parties to this agreement will work as partners to ensure that all youth, jobseekers, workers, and employers will be served comprehensively, in a seamless system, which addresses their needs, merges common services across programs, and minimizes duplication.

Partners will retain responsibilities for reporting and monitoring of their respective programs. In addition, any tracking request by the Workforce Center will be done as required by the law.

Parties to this agreement will work under the direction of the center manager for all non-programmatic issues.

## **Duration**

This Memorandum of Understanding shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), otherwise by action of law, or in accordance with this section.

Any partner may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date.

The withdrawal of a partner shall not affect the cost to the remaining partners.

Withdrawal will in no way nullify the MOU for the other partners.

Notice shall be provided to all partners.

All partners may agree to the termination of this MOU in writing.

Any partner may request modification of its terms.

Ratification of the request by all other partners will constitute the modification in question.

## **Confidentiality**

All partners agree to honor the attached Authorization to Obtain Information, which also is available to clients online in Arkansas JobLink. Exchanged information shall remain private and confidential in accordance with the terms of the Information Technology Resources policy in AJL and with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Additionally, workforce center personnel and all partner staff accessing information must sign the AJL Security Form (attached) and recognize that client-counselor communications must be protected and the need for privacy accommodated. Managers are to keep the signed forms on file. All partners agree to enforce all partners' confidentiality requirements covered by this paragraph.

## **Nondiscrimination and Equal Opportunity Provisions**

The partners of this agreement and respective staff assure that applicants, claimants, and participants of our Workforce Center programs shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Furthermore, if applicants are receiving WIA program benefits or are participating in any WIA Title I financially-assisted program or activity (Section 188 of WIA and 29 CFR Part 37.20 identifies civil rights laws) as a lawfully admitted immigrant authorized to work in the United States, they shall not be discriminated against in any way.

The partners to this agreement will agree on a One-Stop Equal Opportunity Officer for the workforce area who will process complaints of discrimination and

attempt to address same as prescribed by 29 CFR Part 37, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA."

The partners to this agreement will abide by 29 CFR Part: Section 188 of WIA, and implementing directive issued by the State of Arkansas.

## Cost Allocation Plan

### Shared Funding of Services

*This MOU will not change with the quarterly review and/or adjustments reflected by the Cost Allocation.*

A partner can only pay for costs that are allocable to that partner's fund source. Each partner will contribute services and pay for costs associated with those services. If the partners are only sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. The cost per square foot becomes a pooled cost that is directly charged to the partners located at the Arkansas Workforce Center. For common area computation, WIA Title I may be considered as up to three separate funding streams based on the presence of Adult, Dislocated Worker and Youth programs.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- ◆ Unrestricted Funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs these funds may pay.
- ◆ Partially Restricted Funds may be used to provide services to the general population.
- ◆ Costs Fully Allowable to More Than One Fund Source may be paid in part or in whole by one of the sources without regard to the rules on cost allocation.
- ◆ Immaterial Costs are costs so minor in amount that they do not need to be allocated.

Although the Northwest Arkansas Workforce Centers are designed to be a seamless service delivery system for the customer, available services will be provided from various entities with different funding accountability. Because of these various funding streams, this plan has been developed to ensure that each partner bears its fair share of the costs of maintaining the Centers.

Common Space, which is available for use by all partners, includes a conference room; break room, reception area, storage and restrooms, computer-resource lab, and testing room.

Dedicated Space is space intended for the use of one partner only.

## Indemnification

Any public liability claims against the State pertaining to the leased premises shall be submitted to the Arkansas Claims Commission for adjudication in accordance with Arkansas Code Annotated §19-10-201 et. seq.

## Systematic Referral Process for Workforce Center Customers

It is agreed that the Workforce System partners of this signed MOU will conduct referral for services in the following manner. Common intake will be used to determine the customer's needs. This will allow staff to make the appropriate referral. The following process will be used for all customers referred for services.

- ◆ Customers will receive a phone or written referral form with the date, time, and place of the appointment if known.
- ◆ The maximum amount of time to schedule a customer appointment should not exceed three working days.
- ◆ The individual making the appointment will be responsible for follow-up.

## Arkansas Workforce Center Performance Criteria

It is agreed that the local workforce center will strive to achieve the following standard of quality service for its customers, employees, and partners.

All partner agencies can expect:

- ◆ To be listed as a source for applicable referrals for services rendered to customers.
- ◆ To work in a safe and professional environment.

All job seekers or those seeking employment enhancement can expect:

- ◆ Prompt and courteous service from the staff.
- ◆ The services designed to assist customers in achieving their educational and/or job placement goals.
- ◆ Access to job listings, which includes job description, salary, location, and required experience/education.
- ◆ Unbiased and/or non-discriminatory pre-screening practices.
- ◆ Courteous service from staff representatives.

Employer customers can expect:

- ◆ Ability to post their job openings either openly for access by any job seeker or in a masked format so that potential applicants are screened.
- ◆ Courteous service from staff representatives.
- ◆ Access to job applicants, either screened by the Workforce center or self-referred.

All employees can expect:

- ◆ To work in a safe and professional environment.
- ◆ To receive the best tools to achieve the desired outcomes for their customers.
- ◆ To be fairly compensated for their-services.

All partners will:

- ◆ Deliver high quality services through the Workforce Centers.
- ◆ Make a positive attempt to place customers in jobs with family sustaining wages.
- ◆ Make a positive attempt to place customers in jobs for a minimum of 180 days.

## **Governance of the Workforce Delivery System**

In accordance with WIA section 117(d), the Northwest Workforce Investment Board will select a One-Stop operator with the agreement of the chief elected officials and conduct oversight of the workforce system, youth activities and employment and training activities under title I of WIA, in partnership with the chief elected officials.

In accordance with WIA section 121(d), the agreement between the Local Board and the One- Stop operator shall specify the operator's role. That role may range between simply coordinating service providers within the center, to being the primary provider of services within the center, to coordinating activities throughout the local workforce system.

Each partner in the Workforce delivery system agrees to abide by the Federal and State laws and regulations that apply to their individual programs.

## Service Matrix

The following are the services that will be delivered through the Workforce Center, along with those agencies responsible for delivering the services that each will bring to the operation:

### Core Services to Job Seekers

AJL Registration	DWS NWACDC
Initial Assessments	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
Resume Development	NWACDC DWS
Job Search Placement Assistance, Career Counseling	DWS NWACDC NAC/EOC Experience Works Job Corps Native American
Labor Market Information	DWS NWACDC
One Stop Delivery System Orientation and Information Local Area Performance	NWACDC DWS Experience Works
Local Area Supportive Services Information and Referral	DWS NWACDC AR Rehab NAC/EOC Experience Works Job Corps Native American
Filing UI Claims	DWS
Follow-Up Title I Customers Unsubsidized Employment	NWACDC Job Corps Native American
WIA Title I Eligibility Determination	NWACDC Job Corps Native American
Internet Job Information and Training Information Search	DWS NWACDC NAC/EOC

Job Referrals	DWS NWACDC AR Rehab Experience Works Job Corps Native American
Screened Referrals	DWS NWACDC AR Rehab Experience Works Job Corps Native American
Outreach	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
Partner Referrals	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
Seminars/Workshops	DWS NWACDC NAC/EOC

**Intensive Services to Job Seekers**

Comprehensive and Specialized Assessments of Skills Levels and Service Needs	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
Development of Individual Employment Plat (IEP)	DWS NWACDC Job Corps Native American
Group Counseling	NWACDC

Individual Counseling and Career Planning	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
Case Management for Customers Seeking Training	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
Job Clubs	NWACDC
Specialized Workshops	DWS NWACDC

### Training Services to Job Seekers

Occupational Skills Training	DWS NWACDC AR Rehab Experience Works NAC/EOC Job Corps Native American
On-the-Job Training	DWS NWACDC
Skill Upgrading and Retraining	NWACDC
Job Readiness Training	DWS NWACDC AR Rehab Job Corps Native American
Adult Education and Literacy	NAC NWACC
Customized Training	DWS NWACDC AR Rehab
Entrepreneurial Training	NWACDC
English as a Second Language	NAC NWACC

### Core Services to Employers

Labor Market Information (Internet/Hard Copy)	DWS NWACDC
Training Program Information	DWS NWACDC AR Rehab NAC/EOC
Skills Assessments Information	DWS NWACDC AR Rehab Experience Works NAC/EOC
Screened Referrals	DWS NWACDC Experience Works
WOTC & Other Tax Credits	DWS NWACDC
Access to Economic Development Information	DWS NWACDC
Information Regarding UI, Wage & Hour, Child Labor, Taxation, etc.	DWS NWACDC
Job Order In-take	DWS NWACDC

### Intensive Services to Employers

Specialized Testing and Assessments	NWACDC
Specialized Seminars	DWS NWACDC

### Training Services to Employers

On-the-Job-Training	DWS NWACDC AR Rehab Experience Works
Customized Training	DWS NWACDC
Skills Upgrading	NWACDC

## **Resource Sharing Agreement**

### **Resource Sharing Agreement Between Partners in the Arkansas Workforce Centers in Northwest Arkansas**

#### **Period of Agreement**

This agreement becomes effective on the date signed by the parties and continues in effect until terminated by mutual consent; however, if such mutual consent cannot be attained, then any party to this agreement may consider it to be canceled by giving thirty days notice in writing to the other parties, and this agreement shall thereupon be canceled upon the expiration of such thirty day period.

In the event that any party fails to materially fulfill that party's responsibilities in accordance with the provisions of this agreement, the Workforce Investment Board of Northwest Arkansas may, upon timely written notice of default to the other party, immediately terminate the whole or any part of this agreement.

Furthermore, in the event that federal or State laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any party, substantially unreasonable or impossible, or if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then the parties shall be discharged from any further obligations created under the terms of this agreement.

This agreement is subject to the availability of State and/or federal funds, and if such funds become unavailable, then by written notice the contract will be terminated as specified in the written notice.

Any change in the scope of the agreement must be mutually agreed to in writing prior to, or contemporaneously with, the effective date of the change.

#### **Authority and Purposes**

The purposes of this agreement are to:

- ◆ Coordinate the resources and assets of the partnering agencies to provide an efficient system for delivering the core and intensive services for employers and job seekers as envisioned by the Workforce Investment Act.
- ◆ Establish guidelines for creating and maintaining a cooperative working relationship, which will allow the Workforce Investment Board of Northwest Arkansas and its partners to coordinate services to clients served at the Workforce Centers located throughout Northwest Arkansas.

- ◆ Provide for joint planning and evaluation to devise methods to effectively coordinate service delivery to clients, and to effect more efficient management of limited financial and staff resources.

## General Provisions

All parties to this agreement shall:

- ◆ Comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1990 (Public Law 93-112), The Americans With Disabilities Act of 1990 (Public Law 101-336), The Workforce Investment Act of 1998 (Public Law 105-220), The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in DOL funded programs, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These regulations provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination.
- ◆ Mutually agree to reasonably assist the other partners in the development of necessary service delivery protocol, including the following:
  - Client orientation, referral, job search and enrollment.
  - Development and coordination of clients' service plans.
  - Sharing client service delivery information between partners and Workforce Center Staff.
- ◆ All partners agree that the provisions contained herein are made subject to all applicable federal and State laws (Facility Use Agreements) regulations and/or guidelines imposed on either or all parties relating to privacy rights to participants, maintenance of records and other confidential information relating to clients.
- ◆ Partners agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

## Cost Allocation

A partner can only pay for costs that are allocable to that partner's funding sources. Each partner will contribute services and pay for costs associated with those services. If the partners are sharing space, "fair share" will be charged according to a formula based on square footage as the basis for allocation. If there is agreement between partners, there total staff hours of operations may

also be used in conjunction with square footage. The cost per square foot becomes a pooled cost that is direct charged to the partners located at the Workforce Center.

Exceptions to the general principle requiring that costs be shared proportionately may include:

- ◆ Unrestricted Funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs these funds may pay.
- ◆ Partially Restricted Funds may be used to provide services to the general population.
- ◆ Costs Fully Allowable to More Than One Funding Source may be paid in whole or in part by one of the sources without regard to the rules on cost allocation.
- ◆ Immaterial Costs are costs so minor in amount that they need not be allocated.

Although the Northwest Arkansas Workforce Centers are designed to be a seamless service delivery system for the customer, available services are provided from various partner locations with separate funding accountability.

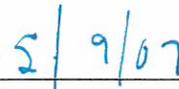
The partners are responsible for the total cost of these services.

Because of these various funding streams, this Cost Allocation Agreement has been developed to ensure that each partner bears its fair share of the costs of maintaining the center. Data is being collected to support future adjustments of the cost allocation formula. All partners are responsible for providing verifiable data in an acceptable reporting format to allow the terms of this agreement to be monitored on at least an annual basis. The terms of this agreement may be renegotiated at any time to insure all parties achieve equitable benefit. The cost allocation/resource sharing allocation may be adjusted quarterly and adjusted, as necessary.

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:



\_\_\_\_\_  
Susan Sangren, Executive Director  
Northwest Arkansas Certified Development Company  
(Adult, Dislocated Worker and Youth Activities under WIA)



\_\_\_\_\_  
Date

Youth Opportunity and Community Service Block Grants are not available for the nine county service delivery area.

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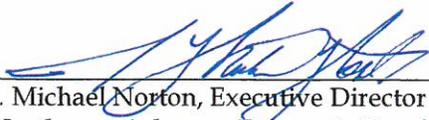
- ◆ Unrestricted Funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs these funds may pay.
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\_\_\_\_\_  
J. Michael Norton, Executive Director  
Northwest Arkansas Economic Development District  
(Public Transportation, Economic Development, Senior  
Services)

5-10-07  
\_\_\_\_\_  
Date

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Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:

  
\_\_\_\_\_  
Dr. Jeffery R. Olson, President  
North Arkansas College  
(Educational/Vocational Entity, Title II Adult Education and  
Literacy, Carl Perkins, Workforce Education, EOC)

5-9-2007  
Date

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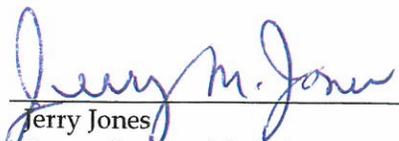
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Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:

  
\_\_\_\_\_

Jerry Jones  
Boone County Administrator  
Arkansas Department of Health and Human Services  
(Welfare to Work Programs, Food Stamp Act, Vocational  
Rehabilitation)

05/10/07

\_\_\_\_\_ Date

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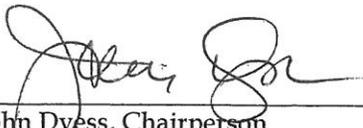
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Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:



John Dyess, Chairperson  
Northwest Arkansas LWIB

5-23-07

Date

Youth Opportunity and Community Service Block Grants are not available for the nine county service delivery area.

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Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:

  
\_\_\_\_\_  
Jerry Hunton, Washington County Judge  
Northwest Arkansas Chief Elected Official

6-5-07  
\_\_\_\_\_  
Date



 6-1-07

Youth Opportunity and Community Service Block Grants are not available for the nine county service delivery area.

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Exceptions to the general principle requiring that costs be shared proportionately may include:

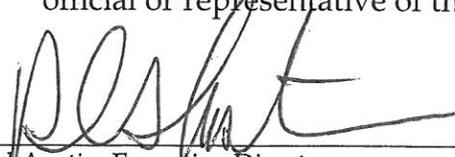
- ◆ Unrestricted Funds may be used to pay for any portion of the costs, since there are no restrictions on the type or amount of costs these funds may pay.
- ◆ Partially Restricted Funds may be used to provide services to the general population.
- ◆ Costs Fully Allowable to More Than One Funding Source may be paid in whole or in part by one of the sources without regard to the rules on cost allocation.
- ◆ Immaterial Costs are costs so minor in amount that they need not be allocated.

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\_\_\_\_\_  
Paul Austin, Executive Director  
American Indian Center of Arkansas

6-11-07  
\_\_\_\_\_  
Date

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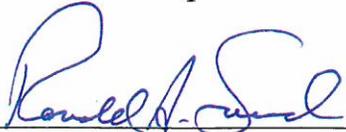
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\_\_\_\_\_  
Ron Snead, Deputy Director  
Arkansas Department of Workforce Services(Veterans  
Workforce Investment Program, Dislocated Workers,  
Employment Services, NAFTA-TAA, Veterans Employment  
and Training Programs, Labor Market Information,  
Unemployment Insurance, TRA, TEA, Work Pays

\_\_\_\_\_  
25/June/07  
Date

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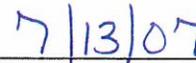
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Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this agreement as an official or representative of their respective partnering agency:



James Hudson, Director  
Division of Services for the Blind



Date

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 \_\_\_\_\_  
 Roy Albert  
 Chief of Program Planning and Development  
 Arkansas Rehabilitation Services  
 (Vocational Rehabilitation)

9-12-07  
 \_\_\_\_\_  
 Date

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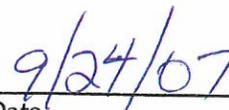
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Becky Scott  
Regional Director  
Experience Works  
(Title V Older Workers)



Date

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# Northwest Arkansas WIA Profile

The Northwest Arkansas Workforce Investment Area added 8,001 residents to its population in 2011 to bring its population to 589,825. The labor force increased by 4,625 workers in 2011, to a total of 282,825. From 2010 to 2011, employment increased by 4,875 workers, while unemployment decreased by 250 to 18,450 in 2011. The unemployment rate decreased to 6.5 percent in 2011 and continued to see a decrease with an unemployment rate of 5.9 in June 2012.

Job creation saw a decrease between the third-quarters of 2010 and 2011, with 1,025 fewer new jobs created in the third-quarter of 2011. The number of new hires, the number of separations, and the turnover rate all increased in this Area between third quarter 2009 and third quarter 2010. The number of new hires saw an increase of 116 workers to 36,662. Also between the periods, the number of separations increased by 2,151 to 41,050, and the turnover rate increased by three-tenths of a percentage point to 9.1 percent.

*Retail Salespersons* was the largest occupation in the Area in 2011 with an estimated employment of 8,060, and an average wage of \$23,286 annually. *Waiters and Waitresses* was the second largest occupation with 5,290 estimated employees. *General and Operations Managers*, with an estimated 3,500 employees, had the highest average wage of the 10 largest occupations, with \$98,991 annually.

## Industry

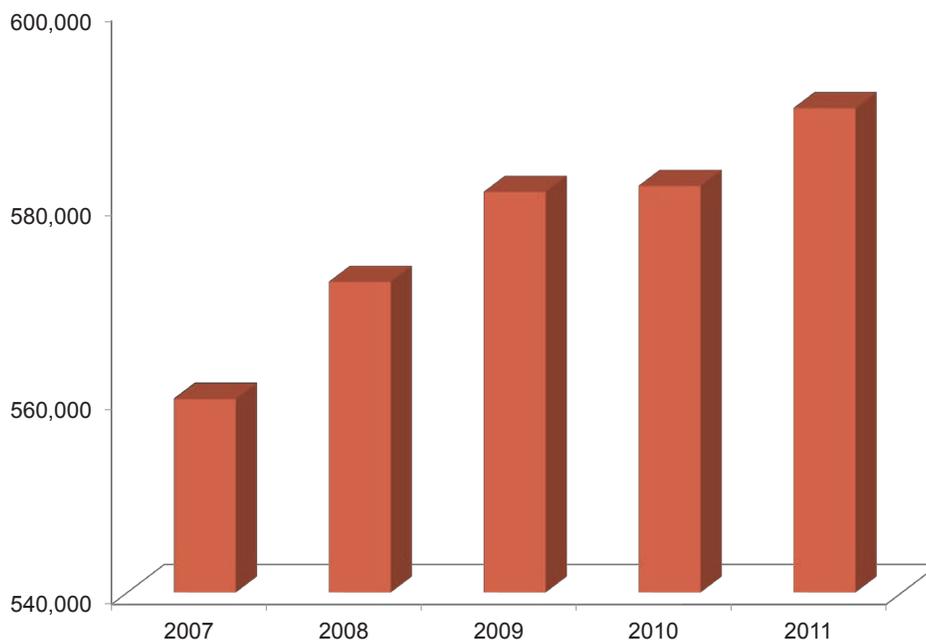
*Food Services and Drinking Places* is projected to be the top growing industry with an anticipated increase of 951 jobs between 2011 and 2013 bringing its employment to 18,815. *Museums, Historical Sites, and Similar Institutions* is set to be the fastest growing industry with 114 new jobs, an 83.82 percent rise in employment. *Merchant Wholesalers, Nondurable Goods* is estimated to lose 408 jobs making it the top declining industry in the Area and the second fastest declining at a rate of 14.21 percent. *Nonmetallic Mineral Product Manufacturing* is expected to be the fastest declining industry at a rate of 15.94 percent, losing 66 jobs.

## Occupation

*Combined Food Preparation and Serving Workers, Including Fast Food* is expected to be the top growing occupation with a growth of 338 jobs between 2011 and 2013. *Tour Guides and Escorts* is anticipated to be the fastest growing occupation with a growth of 59.26 percent. *Farmers, Ranchers, and Other Agricultural Managers* and *Laborers and Freight, Stock, and Material Movers, Hand* are expected to be the top declining occupations with both losing 89 jobs over the 2011-2013 projection period. *Coin, Vending, and Amusement Machine Servicers and Repairers* is estimated to be the fastest declining occupation losing 10.59 percent of its workforce.

The Northwest Arkansas WIA includes part of the Fayetteville-Springdale-Rogers Metropolitan Statistical Area as well as nine counties: Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy, and Washington. The Area also shares a border with Missouri and Oklahoma.

## Population 2007-2011



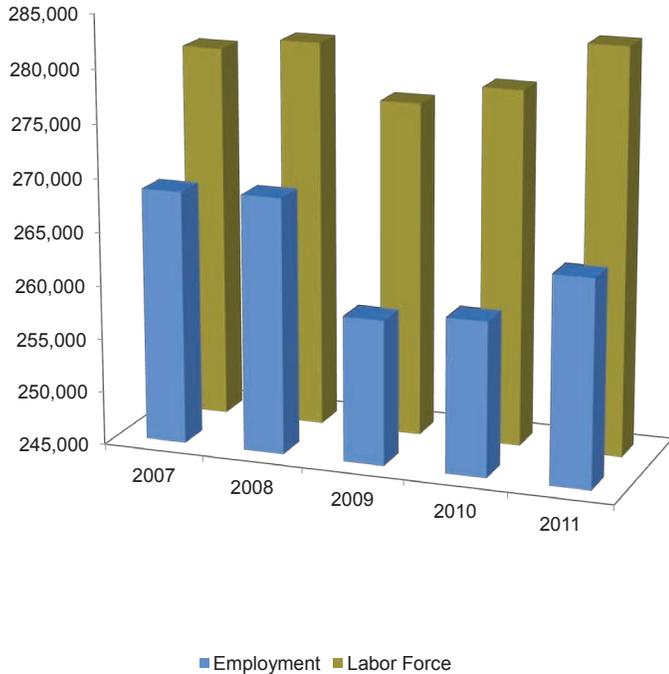
Northwest Arkansas WIA Population (as of July 1) 2007 - 2011

2007	2008	2009	2010	2011
559,949	571,957	581,205	581,824	589,825

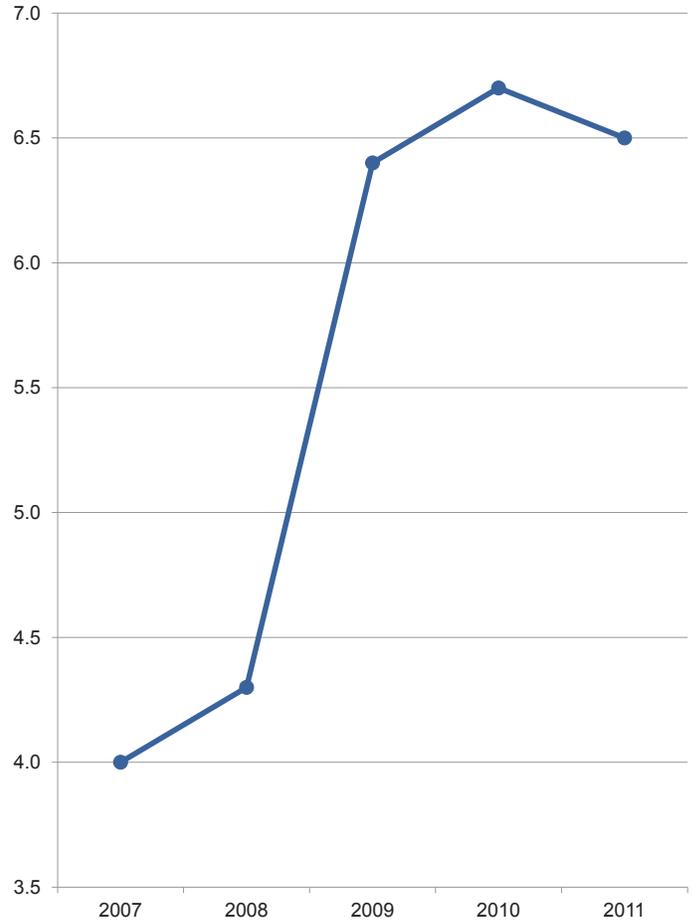
Source: U.S. Census Bureau, Population Division, Population Estimates Program  
Annual time series of estimates, Note: Estimates before 2010 are Vintage 2009

# Northwest Arkansas WIA Profile

## Labor Force/Employment 2007-2011



## Unemployment Rate 2007-2011



### Northwest Arkansas WIA 2007-2011 Labor Force/Employment

Year	2007	2008	2009	2010	2011
Labor Force	279,950	281,150	276,250	278,200	282,825
Employment	268,675	268,925	258,625	259,500	264,375
Unemployment	11,275	12,225	17,625	18,700	18,450
Unemployment Rate	4.0	4.3	6.4	6.7	6.5

Source: Arkansas Department of Workforce Services

### Northwest Arkansas WIA Quarterly Workforce Indicators (All Ownerships)

QWI Quickfacts	2007_3	2008_3	2009_3	2010_3	2011_3
Job Creation	10,567	12,273	9,028	10,327	9,302
New Hires	48,641	45,482	32,372	36,546	36,662
Separations	55,375	51,590	37,339	38,899	41,050
Turnover	10.7%	10.2%	8.2%	8.8%	9.1%

*Job Creation: The number of new jobs that are created by either new area businesses or the expansion of employment by existing firms.*

*New Hires: Total number of accessions that were also not employed by that employer during the previous four quarters.*

*Separations: Total number of workers who were employed by a business in the current quarter, but not in the subsequent quarter.*

*Turnover Rate=(1/2)\*(full-quarter accessions + full-quarter separations)/employment stable jobs*

Source: U.S. Census Bureau, Local Employment Dynamics As of 8/29/2012

### Northwest Arkansas WIA 2012 Monthly Unemployment Rate\*

Year	Period	Unemployment Rate
2012	January	6.9
2012	February	6.9
2012	March	6.1
2012	April	5.5
2012	May	5.9
2012	June	5.9

\*Not Seasonally Adjusted, Not Preliminary

Source: Arkansas Department of Workforce Services

# Northwest Arkansas WIA Wages

## Northwest Arkansas WIA Wages of the 10 Largest Occupations

Occupation	Estimated Employment	Average Wage	Entry Wage	Experienced Wage
Retail Salespersons	8,060	\$23,286	\$16,966	\$26,447
Waiters and Waitresses	5,290	\$18,417	\$16,877	\$19,187
Cashiers	5,070	\$18,874	\$16,983	\$19,819
Office Clerks, General	5,010	\$24,424	\$17,459	\$27,906
Laborers and Freight, Stock, and Material Movers, Hand	4,680	\$22,150	\$16,883	\$24,784
Registered Nurses	4,200	\$53,624	\$39,151	\$60,861
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	3,970	\$29,427	\$20,843	\$33,719
Combined Food Preparation and Serving Workers, Including Fast Food	3,810	\$17,148	\$16,770	\$17,337
General and Operations Managers	3,500	\$98,991	\$44,052	\$126,461
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	3,390	\$62,917	\$31,498	\$78,626

Source: Arkansas Department of Workforce Services, May 2011 Wage Survey

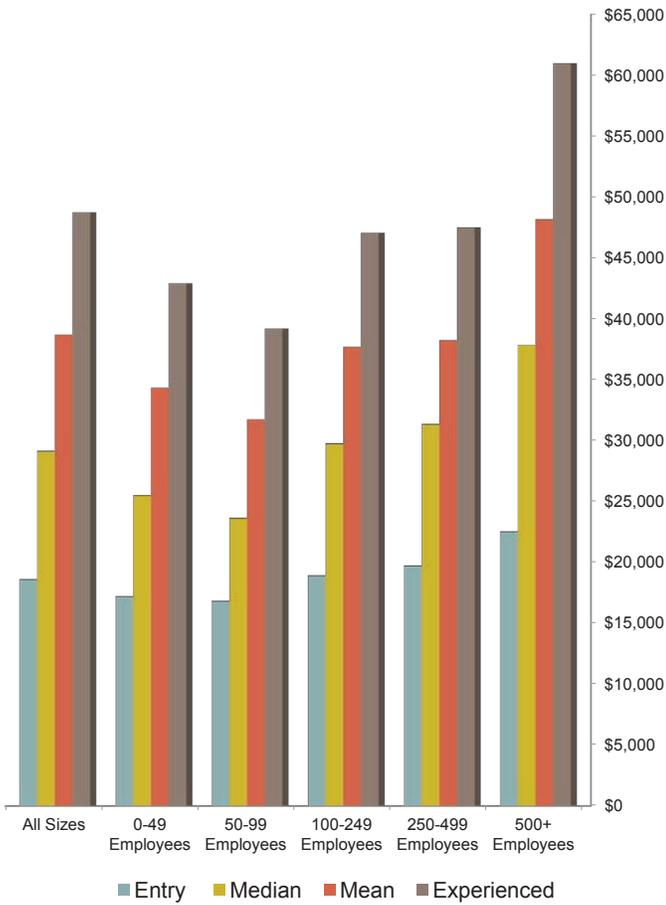
## Northwest Arkansas WIA Occupations Paying the Most

Occupation	Average Annual Salary
Obstetricians and Gynecologists	\$254,688
Anesthesiologists	\$251,155
Surgeons	\$232,139
Dentists, General	\$213,108
Family and General Practitioners	\$202,553
Internists, General	\$188,140
Pediatricians, General	\$161,232
Chief Executives	\$150,826
Psychiatrists	\$147,060
Purchasing Managers	\$138,605
Compensation and Benefits Managers	\$135,324
Personal Financial Advisors	\$134,103
Marketing Managers	\$131,263
Computer and Information Systems Managers	\$123,181
Sales Managers	\$118,506
Pharmacists	\$116,284
Public Relations and Fundraising Managers	\$113,148
Financial Managers	\$111,186
Natural Sciences Managers	\$110,155
Education Administrators, Postsecondary	\$103,899
Chemistry Teachers, Postsecondary	\$101,295
Lawyers	\$99,753
General and Operations Managers	\$98,991
Human Resources Managers	\$98,087
Training and Development Managers	\$95,561

Source: Arkansas Department of Workforce Services, May 2011 Wage Survey

# Northwest Arkansas WIA Wages

## Wage Estimates by Employer Size

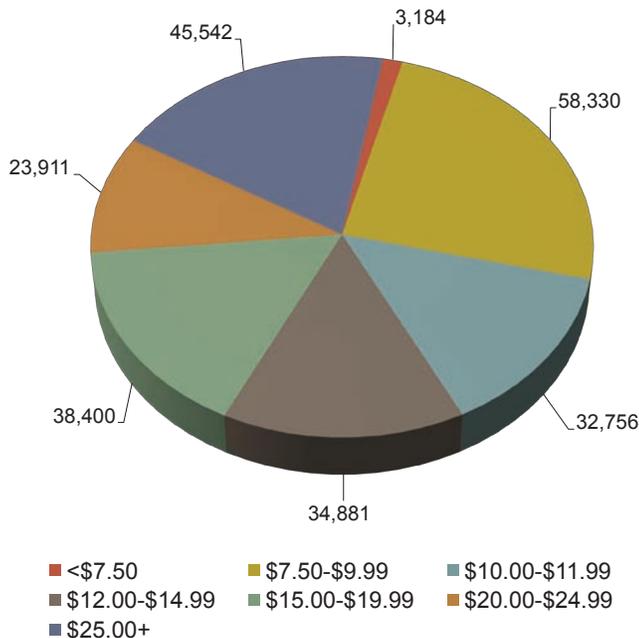


Northwest Arkansas WIA Wage Estimates by Employer Size

Type of Wage	Mean	Median	Entry	Experienced
All Sizes	\$38,701	\$29,176	\$18,615	\$48,744
0-49 Employees	\$34,349	\$25,536	\$17,223	\$42,912
50-99 Employees	\$31,752	\$23,684	\$16,852	\$39,203
100-249 Employees	\$37,697	\$29,788	\$18,940	\$47,076
250-499 Employees	\$38,263	\$31,379	\$19,757	\$47,517
500+ Employees	\$48,186	\$37,854	\$22,546	\$61,006

Source: Arkansas Department of Workforce Services, May 2011 Wage Survey

## Number of Employees by Hourly Wage Rate



Northwest Arkansas WIA Number of Employees by Hourly Wage Rate

Wage Rate	Employment
Total	237,004
<\$7.50	3,184
\$7.50-\$9.99	58,330
\$10.00-\$11.99	32,756
\$12.00-\$14.99	34,881
\$15.00-\$19.99	38,400
\$20.00-\$24.99	23,911
\$25.00+	45,542

Source: Arkansas Department of Workforce Services, May 2011 Wage Survey

# Northwest Arkansas WIA Industry

NAICS Code	NAICS Title	Employment		Net Growth	Percent Growth
		2011 Estimated	2013 Projected		
<b>Top 10 Growth</b>					
722000	Food Services and Drinking Places	17,864	18,815	951	5.32%
551000	Management of Companies and Enterprises	17,183	17,829	646	3.76%
611000	Educational Services	26,208	26,836	628	2.40%
621000	Ambulatory Health Care Services	9,067	9,476	409	4.51%
452000	General Merchandise Stores	7,522	7,882	360	4.79%
624000	Social Assistance	5,733	6,085	352	6.14%
541000	Professional, Scientific, and Technical Services	9,749	10,081	332	3.41%
561000	Administrative and Support Services	7,894	8,187	293	3.71%
336000	Transportation Equipment Manufacturing	2,822	3,045	223	7.90%
623000	Nursing and Residential Care Facilities	4,953	5,158	205	4.14%
<b>Top 10 Fastest Growth</b>					
712000	Museums, Historical Sites, and Similar Institutions	136	250	114	<b>83.82%</b>
325000	Chemical Manufacturing	206	254	48	<b>23.30%</b>
481000	Air Transportation	262	294	32	<b>12.21%</b>
485000	Transit and Ground Passenger Transportation	258	283	25	<b>9.69%</b>
512000	Motion Picture and Sound Recording Industries	222	242	20	<b>9.01%</b>
336000	Transportation Equipment Manufacturing	2,822	3,045	223	<b>7.90%</b>
562000	Waste Management and Remediation Service	590	635	45	<b>7.63%</b>
323000	Printing and Related Support Activities	976	1,043	67	<b>6.86%</b>
333000	Machinery Manufacturing	1,546	1,646	100	<b>6.47%</b>
624000	Social Assistance	5,733	6,085	352	<b>6.14%</b>
<b>Top 10 Decline</b>					
424000	Merchant Wholesalers, Nondurable Goods	2,872	2,464	-408	-14.21%
311000	Food Manufacturing	14,921	14,567	-354	-2.37%
238000	Specialty Trade Contractors	5,721	5,408	-313	-5.47%
493000	Warehousing and Storage	1,638	1,486	-152	-9.28%
531000	Real Estate	1,659	1,512	-147	-8.86%
522000	Credit Intermediation and Related Activities	3,934	3,816	-118	-3.00%
337000	Furniture and Related Product Manufacturing	870	790	-80	-9.20%
511000	Publishing Industries	945	869	-76	-8.04%
812000	Personal and Laundry Services	1,713	1,640	-73	-4.26%
327000	Nonmetallic Mineral Product Manufacturing	414	348	-66	-15.94%
<b>Top 10 Fastest Decline</b>					
327000	Nonmetallic Mineral Product Manufacturing	414	348	-66	<b>-15.94%</b>
424000	Merchant Wholesalers, Nondurable Goods	2,872	2,464	-408	<b>-14.21%</b>
814000	Private Households	162	140	-22	<b>-13.58%</b>
493000	Warehousing and Storage	1,638	1,486	-152	<b>-9.28%</b>
337000	Furniture and Related Product Manufacturing	870	790	-80	<b>-9.20%</b>
531000	Real Estate	1,659	1,512	-147	<b>-8.86%</b>
511000	Publishing Industries	945	869	-76	<b>-8.04%</b>
315000	Apparel Manufacturing	93	86	-7	<b>-7.53%</b>
238000	Specialty Trade Contractors	5,721	5,408	-313	<b>-5.47%</b>
519000	Other Information Services	115	110	-5	<b>-4.35%</b>

Source: Arkansas Department of Workforce Services, Projections Suite Software

# Northwest Arkansas WIA Occupations

SOC Code	SOC Title	Employment		Growth		Annual Openings		
		2011 Estimated	2013 Projected	Net	Percent	Growth	Replacement	Total
<b>Top 10 Growth</b>								
35-3021	Combined Food Preparation and Serving Workers, Including Fast Food	3,935	4,273	338	8.59%	169	129	298
39-9021	Personal Care Aides	2,293	2,474	181	7.89%	90	14	104
29-1111	Registered Nurses	4,181	4,326	145	3.47%	72	64	136
43-4051	Customer Service Representatives	3,213	3,352	139	4.33%	70	88	158
35-3031	Waiters and Waitresses	5,039	5,140	101	2.00%	50	268	318
31-1012	Nursing Aides, Orderlies, and Attendants	2,929	3,025	96	3.28%	48	33	81
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	1,572	1,668	96	6.11%	48	34	82
35-2011	Cooks, Fast Food	1,962	2,057	95	4.84%	48	44	92
25-2021	Elementary School Teachers, Except Special Education	2,309	2,391	82	3.55%	41	48	89
35-2021	Food Preparation Workers	1,184	1,258	74	6.25%	37	48	85
<b>Top 10 Fastest Growth</b>								
39-7011	Tour Guides and Escorts	54	86	32	<b>59.26%</b>	16	2	18
47-2022	Stonemasons	39	49	10	<b>25.64%</b>	5	1	6
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	176	198	22	<b>12.50%</b>	11	4	15
51-7041	Sawing Machine Setters, Operators, and Tenders, Wood	89	97	8	<b>8.99%</b>	4	2	6
35-3021	Combined Food Preparation and Serving Workers, Including Fast Food	3,935	4,273	338	<b>8.59%</b>	169	129	298
13-1121	Meeting, Convention, and Event Planners	184	199	15	<b>8.15%</b>	8	3	11
39-9021	Personal Care Aides	2,293	2,474	181	<b>7.89%</b>	90	14	104
53-3041	Taxi Drivers and Chauffeurs	273	293	20	<b>7.33%</b>	10	3	13
13-1151	Training and Development Specialists	280	300	20	<b>7.14%</b>	10	4	14
31-2021	Physical Therapist Assistants	134	143	9	<b>6.72%</b>	4	2	6
<b>Top 10 Decline</b>								
11-9013	Farmers, Ranchers, and Other Agricultural Managers	12,578	12,489	-89	-0.71%	0	232	232
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	4,425	4,336	-89	-2.01%	0	144	144
53-7051	Industrial Truck and Tractor Operators	1,507	1,446	-61	-4.05%	0	41	41
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	2,841	2,801	-40	-1.41%	0	80	80
53-7063	Machine Feeders and Offbearers	1,198	1,161	-37	-3.09%	0	22	22
11-1021	General and Operations Managers	3,394	3,362	-32	-0.94%	0	54	54
47-2111	Electricians	947	920	-27	-2.85%	0	24	24
43-3071	Tellers	1,257	1,231	-26	-2.07%	0	57	57
47-2031	Carpenters	883	862	-21	-2.38%	0	18	18
37-2012	Maids and Housekeeping Cleaners	1774	1753	-21	-1.18%	0	26	26
<b>Top 10 Fastest Decline</b>								
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	85	76	-9	<b>-10.59%</b>	0	2	2
43-5051	Postal Service Clerks	118	106	-12	<b>-10.17%</b>	0	2	2
43-5053	Postal Service Mail Sorters, Processors, and Processing Machine Operators	141	127	-14	<b>-9.93%</b>	0	0	0
51-9021	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders	151	136	-15	<b>-9.93%</b>	0	4	4
49-3011	Aircraft Mechanics and Service Technicians	53	48	-5	<b>-9.43%</b>	0	2	2
27-3022	Reporters and Correspondents	157	145	-12	<b>-7.64%</b>	0	6	6
51-6021	Pressers, Textile, Garment, and Related Materials	161	149	-12	<b>-7.45%</b>	0	1	1
47-2181	Roofers	139	129	-10	<b>-7.19%</b>	0	2	2
27-1023	Floral Designers	132	123	-9	<b>-6.82%</b>	0	4	4
47-2081	Drywall and Ceiling Tile Installers	191	181	-10	<b>-5.24%</b>	0	5	5

Source: Arkansas Department of Workforce Services, Projections Suite Software

**WIA Comprehensive Five-Year Local Plan Submittal**  
**July 1, 2012 – June 30, 2017**

In compliance with the provisions of the Workforce Investment Act of 1998, the final rule, and planning guidelines and instructions developed by the Governor, this WIA Comprehensive Five-Year Local Plan is being submitted jointly by the Local Board and the respective Chief Elected Official(s).

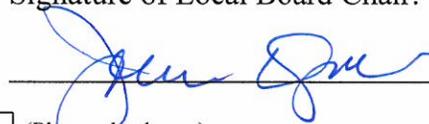
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- Affirm that this WIA Comprehensive Five-Year Local Plan was developed in collaboration with the Local Board and is jointly submitted with the Chief Elected Official(s) on behalf of the Local Board.
- Agree to comply with §661.310 by ensuring a firewall exists between the board and the provision of core services, intensive services, training services and the One Stop Operator.

Date:

Signature of Local Board Chair:

3/18/13



---

Mr.  Ms.  Other  (Please check one)

Print Name of Local Board Chair: John Dyess

Address 1 P.O. Box 249

Address 2

City: Yellville

State: AR

Zip Code: 72687

Phone: 870-449-4093

E-mail: johndyess@altronic.com

**Submittal directions:** Complete this form as part of the Local Plan development process and submit the entire Local Plan electronically as described earlier in this guidance. Submit this form with original signatures to: cindy.varner@arkansas.gov

**WIA Comprehensive Five-Year Local Plan Submittal**  
**July 1, 2012 – June 30, 2017**

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*Note: A separate signature sheet is required for each Chief Elected Official.*

Date: Signature of Local Chief Elected Official (CEO):

3/15/2013

Mickey Pendergrass - Judge

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Mickey Pendergrass

Title of Local CEO: County Judge of Baxter County

Address 1 No. 1 East 7th Street, Suite 303

Address 2 \_\_\_\_\_

City: Mountain Home

State: AR

Zip Code: 72653

Phone: 870-425-2755

E-mail: judge@baxtercounty.org

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Date: Signature of Local Chief Elected Official (CEO):

02/27/2013

David L. Osmon

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: David Osmon

Title of Local CEO: Mayor of Mountain Home

Address 1: 720 South Hickory Street

Address 2: \_\_\_\_\_

City: Mountain Home

State: AR

Zip Code: 72653

Phone: 870-425-5116

E-mail:

city@cityofmountainhome.com

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Date: Signature of Local Chief Elected Official (CEO):

3-1-13

Robert D. Clinard

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Robert Clinard

Title of Local CEO: County Judge of Benton County

Address 1: 215 East Central Ave. Suite 9

Address 2: \_\_\_\_\_

City: Bentonville

State: AR

Zip Code: 72712

Phone: 479-271-1000

E-mail: rclinard@co.benton.ar.us

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**July 1, 2012 – June 30, 2017**

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

2/27/2013

Bob McCaslin

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Bob McCaslin

Title of Local CEO: Mayor of Bentonville

Address 1: 117 West Central

Address 2: \_\_\_\_\_

City: Bentonville

State: AR

Zip Code: 72712

Phone: 479-271-5966

E-mail: \_\_\_\_\_

bmccaslin@bentonvillear.com

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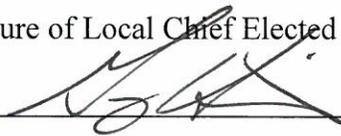
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*Note: A separate signature sheet is required for each Chief Elected Official.*

Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

March 1, 2013



---

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Greg Hines

Title of Local CEO: Mayor of Rogers

Address 1 301 West Chestnut

Address 2 \_\_\_\_\_

City: Rogers

State: AR

Zip Code: 72756

Phone: 479-621-1117

E-mail: ghines@rogersark.com

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: John Mark Turner

Title of Local CEO: Mayor of Siloam Springs

Address 1 PO Box 80

Address 2 \_\_\_\_\_

City: Siloam Springs

State: AR

Zip Code: 72761-0080

Phone: 479-524-5136

E-mail: mayor@siloamsprings.com

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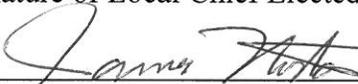
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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

2-27-13

  
\_\_\_\_\_

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: James Norton

Title of Local CEO: County Judge of Boone County

Address 1 100 North Main Suite 300

Address 2 \_\_\_\_\_

City: Harrison

State: AR

Zip Code: 72601-4228

Phone: 870-741-5760

E-mail:

boonejudge@windstream.net

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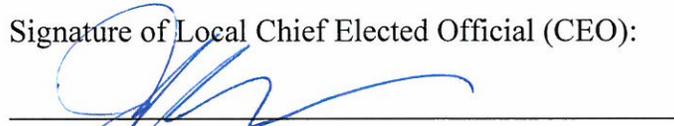
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Date:

3/4/13

Signature of Local Chief Elected Official (CEO):



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Jeff Crockett

Title of Local CEO: Mayor of Harrison

Address 1: PO Box 1715

Address 2: \_\_\_\_\_

City: Harrison

State: AR

Zip Code: 72602-1715

Phone: 870-741-2777

E-mail: mayor@cityofharrison.com

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Date: Signature of Local Chief Elected Official (CEO):

3-5-2013

Sam L. Barr

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Sam Barr

Title of Local CEO: County Judge of Carroll County

Address 1: 210 West Church Street

Address 2: \_\_\_\_\_

City: Berryville

State: AR

Zip Code: 72616

Phone: 870-423-2967

E-mail:

ccjudgeclerk@windstream.net

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**WIA Comprehensive Five-Year Local Plan Submittal**  
**July 1, 2012 – June 30, 2017**

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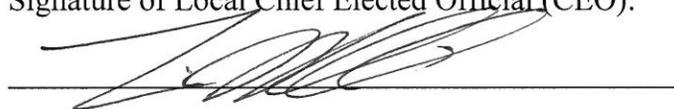
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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

3/15/13



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Tim McKinney

Title of Local CEO: Mayor of Berryville

Address 1: PO Box 227

Address 2: \_\_\_\_\_

City: Berryville

State: AR

Zip Code: 72616-0227

Phone: 870-423-4414

E-mail: mayortim@berryville.com

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Date: Signature of Local Chief Elected Official (CEO):

02/27/13



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Morris Pate

Title of Local CEO: Mayor of Eureka Springs

Address 1 44 South Main

Address 2 \_\_\_\_\_

City: Eureka Springs

State: AR

Zip Code: 72632

Phone: 479-253-9703

E-mail:

mayor@cityofeurekasprings.org

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

\_\_\_\_\_ Frank Weaver \_\_\_\_\_

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Frank Weaver

Title of Local CEO: County Judge of Madison County

Address 1 PO Box 37

Address 2 \_\_\_\_\_

City: Huntsville

State: AR

Zip Code: 72740-0037

Phone: 479-738-6721

E-mail:

madisoncountyjudge@yahoo.com

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

3/11/13

Kevin Hatfield

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Kevin Hatfield

Title of Local CEO: Mayor of Huntsville

Address 1 ~~247 Madison 2300~~ P.O. Box 549

Address 2 \_\_\_\_\_

City: Huntsville

State: AR

Zip Code: 72740

Phone: 479-738-1333

E-mail: mayor@huntsvillear.org

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

3/18/13

Terry C. Ott

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Terry Ott

Title of Local CEO: County Judge of Marion County

Address 1 PO Box 545

Address 2 \_\_\_\_\_

City: Yellville

State: AR

Zip Code: 72687-0545

Phone: 870-449-6231

E-mail: mcjudge@yellville.net

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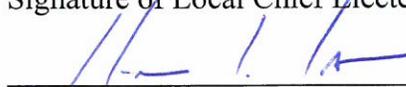
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Date: Signature of Local Chief Elected Official (CEO):

2.27.13

  
\_\_\_\_\_

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Shawn Lane

Title of Local CEO: Mayor of Yellville

Address 1 PO Box 647

Address 2 \_\_\_\_\_

City: Yellville

State: AR

Zip Code: 72687-0647

Phone: 870-449-6581

E-mail: mayor@yellville.net

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**WIA Comprehensive Five-Year Local Plan Submittal  
July 1, 2012 – June 30, 2017**

In compliance with the provisions of the Workforce Investment Act of 1998, the final rule, and planning guidelines and instructions developed by the Governor, this WIA Comprehensive Five-Year Local Plan is being submitted jointly by the Local Board and the respective Chief Elected Official(s).

By virtue of my signature, I:

- Agree to comply with all statutory and regulatory requirements of the Act as well as other applicable state and federal laws, regulations and policies.
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- Agree to comply with §661.310 by ensuring a firewall exists between the board and the provision of core services, intensive services, training services and the One Stop Operator.

*Note: A separate signature sheet is required for each Chief Elected Official.*

Date: Signature of Local Chief Elected Official (CEO):

3/5/13

Warren Campbell

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Warren Campbell

Title of Local CEO: County Judge of Newton County

Address 1 PO Box 435

Address 2 \_\_\_\_\_

City: Jasper

State: AR

Zip Code: 72641-0435

Phone: 870-446-5128

E-mail:

newtoncountyjudge@gmail.com

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**WIA Comprehensive Five-Year Local Plan Submittal**  
**July 1, 2012 – June 30, 2017**

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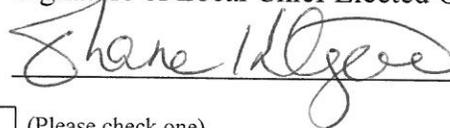
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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

3/18/13



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Shane Kilgore

Title of Local CEO: Mayor of Jasper

Address 1 PO Box 434

Address 2 \_\_\_\_\_

City: Jasper

State: AR

Phone: 870-446-2633

Zip Code: 72641-0434

E-mail: cityofjasper@ritternet.com

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_

\_\_\_\_\_  \_\_\_\_\_

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Johnny Hinchey

Title of Local CEO: County Judge of Searcy County

Address 1 PO Box 1370

Address 2 \_\_\_\_\_

City: Marshall

State: AR

Zip Code: 72650-1370

Phone: 870-448-3554

E-mail: searcycojudge@yahoo.com

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**WIA Comprehensive Five-Year Local Plan Submittal**  
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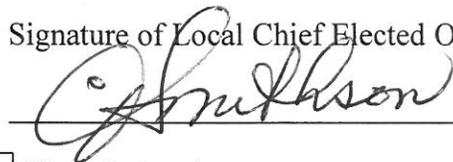
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Date:

Signature of Local Chief Elected Official (CEO):

3/15/13

  
\_\_\_\_\_

Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Jim Smithson

Title of Local CEO: Mayor of Marshall

Address 1: PO Box 1420

Address 2: \_\_\_\_\_

City: Marshall

State: AR

Zip Code: 72650-1420

Phone: 870-448-2543

E-mail: marshallwater@hotmail.com

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Date: \_\_\_\_\_ Signature of Local Chief Elected Official (CEO): \_\_\_\_\_



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Marilyn Edwards

Title of Local CEO: County Judge of Washington County

Address 1 280 North College Avenue, Suite 500

Address 2 \_\_\_\_\_

City: Fayetteville

State: AR

Zip Code: 72701

Phone: 479-444-1702

E-mail: \_\_\_\_\_

medwards@co.washington.ar.us

gm  
D-27-13

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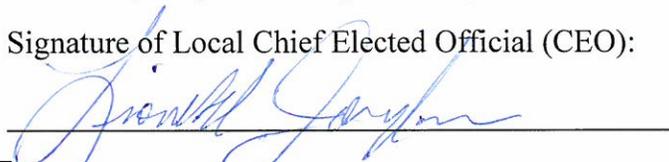
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Date:

Signature of Local Chief Elected Official (CEO):

3-15-2013



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Lioneld Jordan

Title of Local CEO: Mayor of Fayetteville

Address 1 113 West Mountain

Address 2 \_\_\_\_\_

City: Fayetteville

State: AR

Zip Code: 72701

Phone: 479-575-8330

E-mail: mayor@ci.fayetteville.ar.us

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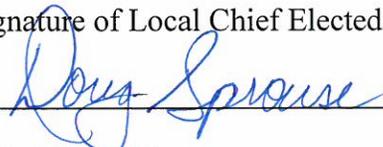
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*Note: A separate signature sheet is required for each Chief Elected Official.*

Date:

Signature of Local Chief Elected Official (CEO):

2/27/13



Mr.  Ms.  Other  (Please check one)

Print Name of Local CEO: Doug Sprouse

Title of Local CEO: Mayor of Springdale

Address 1: 201 North Spring Street

Address 2:

City: Springdale

State: AR

Zip Code: 72764

Phone: 479-750-8114

E-mail: dsprouse@springdaleark.org

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